



**AGENDA**  
**RIO DELL CITY COUNCIL**  
**REGULAR MEETING – 6:30 P.M.**  
**TUESDAY, APRIL 7, 2015**  
**CITY COUNCIL CHAMBERS**  
**675 WILDWOOD AVENUE, RIO DELL**

*WELCOME . . . By your presence in the City Council Chambers, you are participating in the process of representative government. Copies of this agenda, staff reports and other material available to the City Council are available at the City Clerk's office in City Hall, 675 Wildwood Avenue. Your City Government welcomes your interest and hopes you will attend and participate in Rio Dell City Council meetings often.*

*In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the Office of the City Clerk at (707) 764-3532. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to assure accessibility to this meeting.*

**THE TYPE OF COUNCIL BUSINESS IS IDENTIFIED IMMEDIATELY AFTER EACH TITLE IN BOLD CAPITAL LETTERS**

- A. CALL TO ORDER
- B. ROLL CALL
- C. PLEDGE OF ALLEGIANCE
- D. PUBLIC PRESENTATIONS

*This time is for persons who wish to address the Council on any matter not on this agenda and over which the Council has jurisdiction. As such, a dialogue with the Council or staff is not intended. Items requiring Council action not listed on this agenda may be placed on the next regular agenda for consideration if the Council directs, unless a finding is made by at least 2/3rds of the Councilmembers present that the item came up after the agenda was posted and is of an urgency nature requiring immediate action. Please limit comments to a maximum of 3 minutes.*

- E. CEREMONIAL MATTERS
- F. CONSENT CALENDAR

*The Consent Calendar adopting the printed recommended Council action will be enacted with one vote. The Mayor will first ask the staff, the public, and the Council members if there is anyone who wishes to address any matter on the Consent Calendar. The matters removed from the Consent Calendar will be considered individually in the next section, "SPECIAL CALL ITEMS".*

- 1) 2015/0407.01- Approve Minutes of the March 17, 2015 Regular Meeting (**ACTION**) 1
- 2) 2015/0407.02 - Approve Temporary Access for the California Conservation Corp Through a City Owned Parcel for the Greater Eel River Arundo Eradication Phase III Project (**ACTION**) 14
- 3) 2015/0407.03 - Approve Conceptual Site Plan and Direct Staff to Proceed with Modifications to City's Downtown Parking Lot to meet ADA Standards and Authorize City Manager to Sign MOU with Redwood Coast Energy Authority for three (3) Electric Vehicle Charging Stations (**ACTION**) 17
- 4) 2015/0407.04 - Authorize City Manager to sign a Professional Services Agreement with North Valley Labor Compliance Services (NVLCS) (**ACTION**) 24

#### G. SPECIAL PRESENTATIONS

- 1) 2015/0407.05 - Presentations from Rio Dell-Scotia Chamber of Commerce
  - a. Proposed Signage - **Nick Angeloff** 51
  - b. Draft Rio Dell Community Survey - **Tracy O'Connell** 52
 (**DISCUSSION/POSSIBLE ACTION**)

#### H. SPECIAL CALL ITEMS/COMMUNITY AFFAIRS

- 1) "SPECIAL CALL ITEMS" from Consent Calendar
- 2) 2015/0407.06 - Approve Bid Award to ABC Liovin Drilling Inc. in the Amount \$19,800 for the Metropolitan Well Site Monitoring Wells and Authorize the City Manager to Sign the Notice of Award and Contract Agreement (**DISCUSSION/POSSIBLE ACTION**) 60
- 3) 2015/0407.07 - Authorize the City Manager to Select a Well Developing Contractor for the Metropolitan Well Site Rehabilitation Project (**DISCUSSION/POSSIBLE ACTION**) 71

#### I. ORDINANCES/SPECIAL RESOLUTIONS/PUBLIC HEARINGS

- 1) 2015/0407.08 - Introduction and First Reading (by title only) of Ordinance No. 332-2015 Amending Section 13.10.241 of the Rio Dell Municipal Code (RDMC) Related to Property Lien Assessments for Delinquent Sewer Accounts (**DISCUSSION/POSSIBLE ACTION**) 72
- 2) 2015/0407.09 - Approve Resolution No. 1260-2015 Transferring \$850.00 from the General Fund Contingencies Line Item to the City's Anniversary Fund for Celebration of the City's 50<sup>th</sup> Anniversary during the Annual Wildwood Days Celebration (**DISCUSSION/POSSIBLE ACTION**) 84

J. REPORTS/STAFF COMMUNICATIONS

1. City Manager
2. Chief of Police
3. Finance Director
4. Community Development Director

K. COUNCIL REPORTS/COMMUNICATIONS

L. ADJOURNMENT

*The next regular meeting will be on April 21, 2015  
at 6:30 p.m. in City Hall Council Chambers*

**RIO DELL CITY COUNCIL  
REGULAR MEETING  
MARCH 17, 2015  
MINUTES**

The regular meeting of the Rio Dell City Council was called to order at 6:30 p.m. by Mayor Wilson

**ROLL CALL:** Present: Mayor Wilson, Councilmembers Garnes, Johnson, Marks and Thompson

Others Present: City Manager Knopp, Finance Director Woodcox, Water Roadways Superintendent Jensen and City Clerk Dunham

Absent: Chief of Police Hill, Community Development Director Caldwell and Wastewater Superintendent Chicora (excused)

**PUBLIC PRESENTATIONS**

Nick Angeloff reported on activities of the Sign Committee and said they got together and came up with several ideas for signage to promote economic development although some of those ideas were shot down. Some of the ideas included:

- Continuation of the Avenue of the Giants
- River Access (for placement on the north and southbound 101)
- Backroad to Ferndale
- Rio Dell next exit

He said putting up “River Access” signs will require going through a lengthy CalTrans process so in the interim they are proposing to start with placement of signs within the City right-of-ways including a “Rio Dell Next Exit” sign at the industrial park. He said they are also working on a “Visitor Center” sign and respectfully requested they be placed on the next agenda for a presentation and review of signage with the Council.

He also reported that the Chamber of Commerce voted to start a community survey project to see what citizens and businesses would like to see in town as far as economic development and as part of that, would like to incorporate all collaborative partners including various agencies as well as businesses. He asked that this item also be agenized. He said the idea is to put together a survey, with the assistance of City staff and bring it back to Council for approval at a subsequent meeting.

**CONSENT CALENDAR**

Motion was made by Thompson/Johnson to approve the Consent Calendar including approval of Minutes of the February 24, 2015 Study Session; approval the Minutes of the March 3, 2015 Regular Meeting; approval to assign the Scope of Work for the Metropolitan Well Site Project

## MARCH 17, 2015 MINUTES

### Page 2

to GHD Engineering for design and grant proposal preparation including approval of Resolution No. 1258-2015 authorizing a loan from the General Fund to the Water Operations Fund in the amount of \$65,400 for Well Improvement Design and Grant Preparation; approval of the submittal of an Active Transportation Plan (ATP) application prepared by GHD Engineering; and authorizing the City Manager to sign a letter seeking Categorical Exemption from California Environmental Quality Act (CEQA) requirements for the Metropolitan Well Site Project. Motion carried 5-0.

### SPECIAL PRESENTATIONS

#### Presentation from Redwood Coast Energy Authority (RCEA) and GHD Engineering, Inc. Regarding Proposed Electric Vehicle Charging Station at Downtown Parking Lot

City Manager Knopp stated that representatives from RCEA and GHD were here to give a presentation on the proposed electric vehicle (EV) charging station project. He said the initial plan was to locate the EV charging station at City Hall however; after further consideration it was determined that it would be more appropriate to place it at the City's downtown parking lot. He further reported that he had the opportunity to meet with RCEA representatives and GHD on March 4<sup>th</sup> and after that meeting, he became aware that the handicap parking at the City's parking lot may not be up to current ADA standards. He said he just this evening received information from the City's ADA specialist that there is an easy fix to address the ADA concerns. The suggestion is basically to re-stripe the whole parking lot and move the ADA parking space back since the initial concern had to do with the slope of the existing space.

He said for this reason, there probably will be some design issues to address but overall the intent now is to take a look at the project and get a consensus from the Council on how to proceed.

Next was a power point presentation by Matthew Marshall and Dave Carter, on behalf of RCEA covering the project timeline, next steps, and the ongoing funding and maintenance plan for the EV charging station. It was emphasized that there will be no cost to the City and essentially the City will be billed by PG&E for the electricity used for recharging vehicles and RCEA will take care of the billing and reimbursement to the City for the cost of electricity consumed at the site.

Councilmember Johnson asked about the contract process and if they have a contractor they normally use or if the project will be going out to bid.

Mr. Marshall explained that the project is funded by a State grant and in that grant there is a process set up to release an RFP for general contractors and that David Carter from GHD will be managing and overseeing that construction process.

Dave Carter explained that for this particular project he is representing Shotts Energy and Humboldt State University as their full-time research engineer and will be the one putting the projects out to bid as one lump project for all of the ten (10) stations going in throughout Humboldt County.

**MARCH 17, 2015 MINUTES**  
**Page 3**

Councilmember Thompson acknowledged there are no current costs to the City but questioned potential costs down the road in ten (10) or fifteen (15) years.

Mr. Marshall responded that RCEA is in it for the long haul and their hope is that these first ten (10) networks is the start of a larger network in the County. Their goal is to encourage electric vehicles in the area. It was also noted that there are very few people interested in managing these charging stations so their intent is to take on the project beyond the term of the grant.

Mayor Wilson asked in the event that the charging station does not work out if they will be responsible for removing the equipment.

Mr. Marshall explained the grant requires that they remain in place for the period of the grant which he believes is the end of 2017; after that the City has the option to have the charging station removed. He said another requirement of the grant is that they collect charging data and report it to the State.

Mayor Wilson asked if there is only one (1) plug-in proposed.

Mr. Marshall stated there is one (1) EV charging station with either one (1) or two (2) plugs depending on the logistics of the site.

Mayor Wilson called for comments from the public.

Elizabeth Warren asked if there will be signage to let people know where the charging station is located.

Mr. Marshall responded that there will be signage at the entrance of the parking lot and they also have a second plan in place to set up trail blazing signage along the highway and said they have had preliminary discussion with CalTrans and funds in the State's budget for that purpose. He noted there will also be additional signage located throughout the City.

Nick Angeloff asked if there will be an opportunity to get the information on the web and noted that Tesla is putting in a charging station at the Ferndale Hotel and asked if there were any plans similar to that for Rio Dell.

Mr. Marshall said there will be maps on the web showing the locations of charging stations which they will be maintaining. He commented that it is a big deal to put charging stations on hotel property because it basically takes up six (6) parking spaces. He said there will also be one (1) at a hotel in Eureka but there are no plans for that in Rio Dell.

David Carter pointed out that the plan for Rio Dell provides for only one (1) charging station and one (1) designated parking space but there could possibly be a second one depending on the budget.

## MARCH 17, 2015 MINUTES

### Page 4

He said unlike the first space, the second space would not prohibit others from parking in that space.

Elizabeth Warren asked if there was a mechanism in place for the City to track the charging data.

It was explained that if someone called them they could provide the data but nothing has been set up to allow staff to obtain the information independently.

Councilmember Garnes asked what the timeframe is on whether a second space is something the City would support.

David Carter said the most pressing deadline is the MOU and that they would like to come back to the Council with the final design.

Mr. Marshall said their goal is to make equipment purchases in the next 4-6 weeks so it would be helpful they had the general consensus of the Council.

City Manager Knopp noted that there will be a couple of last minute items and suggested the Council give a consensus then have them come back at a subsequent meeting for formal approval including the location of the charging station.

Mr. Marshall said the goal is to have only one (1) dedicated space and perhaps a second space that is not just dedicated for charging but for use by anyone.

Consensus of the Council was to have one (1) dedicated space for EV charging only and a second space that can be used for EV charging as well as others.

Dave Griffith asked if the electricity for charging vehicles will be the highest in the State like gas is in our area.

The cost for charging was quoted at 50 cents per kilowatt hour which equates roughly to 40 cents a gallon. It was also pointed out that because Redwood Coast Energy Authority (RCEA) is a non-profit organization the costs will be established to just cover costs and any profits incurred will be distributed back to clients.

Review of City Engineer's Cost Estimate for Well Drilling and Rehabilitation for the Metropolitan Well Site Project and Authorization for Staff to Issue Request for Proposal (RFP)  
City Manager Knopp provided a brief staff report and said at the last meeting, Councilmember Johnson asked about drilling costs to move forward with the project and staff was directed to produce a cost estimate for the rehabilitation of the Metropolitan Wells.

Presented was an estimate of \$57,930 for cleaning, testing and evaluation of Well #1 and Well #3 in addition to the implementation of three (3) monitoring wells required by the State to insure

## MARCH 17, 2015 MINUTES

### Page 5

water quality. He then reported that staff previously reactivated Well #3 and ran it for 8 hours to clean it out in order to evaluate the status of the well casing and test the water quality and the tests showed no unsafe contaminants but did find the expected high levels of iron and manganese which are nontoxic.

He said as early as April 7<sup>th</sup> the engineer may be back to the Council with a request for award of bid to the contractor to begin work on this portion of the project.

Next was a power point presentation by the City's engineer, Jesse Willor covering the drought grant timeline, potential project timeline, cost breakdown for the preliminary design and environmental document preparation, the engineer's opinion of probable construction costs, and recommended action.

In reviewing the engineer's probable costs he noted that the Well #1 contains a 4-inch casing and 4-inch pump and the casing is extremely old and once it's evaluated, it may be determined that the casing needs to be replaced. He also noted that the monitoring wells are located perpendicular to and upstream to a Brownfield's site so they are positioned to protect and ensure there is nothing moving toward the groundwater the City will be pumping from.

Councilmember Thompson said with regard to the older well, he remembered that when the well failed, a new well was drilled but did not produce enough water. He said it may be wise to replace the well since the casing is probably 65 years old rather than spending \$20,000 to evaluate and clean the existing well. He asked how much it would cost to drill a new well.

Engineer Willor said he shared his concerns but with the use of a camera to evaluate the condition of the casing the cost will probably not exceed \$5,000 at that point. He said a new well is captured in the next phase in the event the existing well is beyond repair.

Councilmember Thompson stated that he personally doesn't want to spend a nickel on something that is far beyond its normal life expectancy.

Councilmember Johnson asked if the City has an easement on the Wendt parcel where one of the monitoring wells will be placed.

City Manager Knopp said that he had a discussion with Mr. Wendt and he is supportive of the project and agrees that once the monitoring is completed there probably will be no more than a manhole cover and some pavement and said he is interested in working with the City to get the project moving forward.

Councilmember Johnson asked about the progress of the plans and specification and evaluation contract.



## MARCH 17, 2015 MINUTES

### Page 6

Engineer Willor responded that they are moving forward and have a couple of things in motion: the monitoring plan to make sure the project is in compliance with the regulatory agencies; and the specifications for installation of the wells which the engineers have been working on for the last couple of days. He noted that they will be meeting later this week with the Water Quality Control Board and the Division of Toxic Substances regarding compliance issues.

Councilmember Johnson referred to Task 3 and said that it is his understanding that they are in the process of developing specifications for that. Engineer Willor confirmed that they have begun the process.

Mayor Wilson called for public comment.

Larry Arsenol suggested the idea of putting in a reservoir as an easier approach.

City Manager Knopp responded and said the City started looking at all options for a second source of water during the drought situation and said the problem with building a reservoir or adding large storage tanks is that it is terribly expensive and the environmental requirement for building a reservoir is very extensive. He said with this project, the City will be gaining access to an aquifer and a resource that can be accessed in an emergency.

Larry Arsenol commented that he thought there were going to be restrictions on ground water.

Mayor Wilson stated that the State is going to hand the authority over to the Counties to regulate and local government will have more to say.

He pointed out that we don't have the same terrain as southern California does and they want to take out the reservoirs.

Sharon Wolff stated that it is a good idea to develop the wells as a second water source but that we are facing another drought and it is going to take time to complete the wells project. She asked if the City is addressing the immediate need such as getting water from Humboldt Bay Water District.

City Manager Knopp stated that option is still being explored but unfortunately it comes down to a financial commitment from the rate payers and other partners to fund extension of the pipeline, adding that it is a massive project to get underway.

He expressed the importance of sticking to the proposed timeline for completion of the project by December in preparation of future drought conditions as predicted.

Mayor Wilson commented on the need to address Councilmember Thompson's earlier comment regarding Well #1.

## MARCH 17, 2015 MINUTES

### Page 7

City Manager Knopp said obviously the City is not going to throw money away on a worthless well but it is worth spending some money to make the determination if it is worth the repairs. He said no one wants to invest in a system that is ultimately going to fail down the road but there needs to be due diligence. He pointed out that even drilling a new well is no guarantee.

Councilmember Thompson expressed concern about bringing Well #1 back online with the existing casing due to its age and said in five (5) or ten (10) years it will fail. He said with drought funding available he wants to make sure the project is designed to be a viable solution for the future. He added that he can't see the point in putting money into old infrastructure. He said he would like to see what the cost is per foot to drill a new well.

Councilmember Johnson commented that another issue is that it is a 4 inch steel line which isn't much when compared to a 12 inch and the size of pump that can be put in a 12 inch is certainly much larger and much more capable of getting out a lot more water. He also questioned whether two (2) wells are really needed.

Engineer Willor said the City crew ran Well #3 which is a 12 inch well build in 2001.

Water Superintendent Jensen explained that Well #3 has a 12 inch plastic casing with a 2 inch pump and at 50 feet it pumps 80 gpm minus the draw down. He said what the City is aiming at is 200 gpm which can be accomplished with two wells. He said with regard to Well #1, there is the possibility that only the casing will need to be replaced and said the outlet is 6 inches and it has a 4 inch pump.

City Engineer Willor commented that according to County records Well #1 is a 12 inch steel well but the outlet is necked down.

Councilmember Johnson asked if it would be possible to sleeve it with a 10 inch plastic liner.

Engineer Willor was uncertain but agreed it may be viable solution.

City Manager Knopp pointed out that the purpose of this project is to get the facts on the ground and as such, some basic proof of concept work on the part of staff was done by doing the initial re-opening and water testing of Well #3 just to prove there is the potential here. He said it is entirely possible that when the experts are brought in that they may say the entire project is froth with all kinds of problems, although that is not believed to be the case. He said the experts need to be brought in to do the analysis in order to move the project to the next step, hopefully in 2015.

Mayor Wilson suggested putting the camera down the well to see the condition of the casing before making any decisions.

Councilmember Marks asked about the status of Well #2.

City Manager Knopp stated the problem is that it apparently is not located on City property.

City Engineer Willor noted that the surveyor will be going out to survey and determine if there are any encumbrances on the parcel containing Well #2.

Discussion continued regarding the age of the wells and the process for running the camera down the hole.

City Engineer Willor explained a boom truck will be used to pull the pump pipe up and they will camera the pipe in sections.

Motion was made by Johnson/Garnes to accept the City Engineer's cost estimate for well drilling and rehabilitation for the Metropolitan Well Site Project, authorize staff to issue a Request for Proposal (RFP), and direct the City Manager to keep the Council informed during the evaluation process. Motion carried 5-0.

#### **SPECIAL CALL ITEMS/COMMUNITY AFFAIRS**

##### Letter of Support for AB 266 – Medical Marijuana

City Manager Knopp provided a brief staff report and said this item is before the Council at the request of Councilmembers Garnes and Johnson. He said the intent of AB 266 is to establish a balance between California's communities' ability to preserve influence over medical marijuana distribution within their jurisdiction and the right of citizens to access to or cultivation of medical marijuana under Proposition 215. He said as the Council is aware, there have been a lot of issues with medical marijuana handling since prop 215 were enacted.

Councilmember Johnson commented that this or similar legislation has been around for a while and the idea is to get the 215 Act in the control of the City. He said Prop 215 is not going to go away and he believes the City needs to have a say in the administration of that law which is what this measure is all about.

Councilmember Garnes stated that the League of California Cities is asking for a letter of support and as Councilmember Johnson said it puts more control back into the City's hands which seems reasonable.

Councilmember Johnson also noted that it has the overwhelming support of police officers, sheriffs and police chiefs throughout the State, so basically has received widespread legal support.

**MARCH 17, 2015 MINUTES**  
**Page 9**

Councilmember Thompson expressed his support for the bill and said it seems to be the best attempt so far to gain control.

Councilmember Marks agreed and said he is in favor of getting as much control back as possible.

Mayor Wilson said in reading the Bill it talks about the process for applying for a 215 card and as everyone knows pretty much anyone can go to their local corner physician and pay their \$400 and get a 215 card. What this will do is require that 215 cards be prescribed by a person's primary care physician. He said the bill is drafted to protect those that legitimately need medical marijuana. He noted that the biggest thing he saw is that it creates a bureau through the Department of Consumer Affairs, "The Bureau of Marijuana" which is a structured and funded organization. He said there is also a heavy layer of State control that comes with this bill. He noted that it also states that the measure is not an endorsement for the legalization of recreational marijuana.

Mayor Wilson then called for public comment on the issue.

Larry Arsenol stated for clarification that the bill basically says that the City will have control of the marijuana within the City of Rio Dell.

Mayor Wilson explained the City already has control and this law basically enforces the City's right to regulate and adopt ordinances that for example, prohibit dispensaries in the City. He said the City still maintains local control and this law doesn't take that away. He said should the City decide to allow dispensaries, then at that point the State would come in and regulate how the dispensary is operated.

Nick Angeloff commented on the issue and said he agrees a letter of support from the City is the right thing to do.

Mayor Wilson commented that marijuana is beneficial with certain types of medical conditions but this law puts some teeth into the accountability.

Councilmember Thompson stated that during the next election there will be several bills on the ballot regarding marijuana and said he would like to see 2 or 3 doctors come in and talk about the potential effects of marijuana on our children and grandchildren. He noted that he recently spoke to his doctor about the issue and was told that mothers are coming into the doctor's offices who are nursing their babies while using marijuana which is definitely harmful to the baby. He said he would like to hear the facts on how marijuana is destroying our future generation. He said it is reflective of the crime rate today including murders. He said his real concern is about the medical consequences it causes to children.

Mayor Wilson said the issue can be agenized at a later time.

Motion was made by Johnson/Garnes to approve the letter of support for AB 266 and authorizing the Mayor to sign. Motion carried 5-0.

#### **ORDINANCES/SPECIAL RESOLUTIONS/PUBLIC HEARINGS**

Approve Resolution No. 1257-2015 Amending the 2014-2015 Approving the Summary Vacation of a Portion of a 15 foot Drainage Easement Created as Part of the Bluff View Estates Subdivision

Community Development Director Caldwell provided a staff report and said staff recently discovered that A. F. Builders (Abe Fockaert) constructed a new residence located at 928 Hilda Ct. which encroaches five (5) feet into an existing drainage easement created as part of the Bluff View Estates Subdivision. He noted that the builder was under the impression there was a ten (10) foot drainage easement rather than a fifteen (15) foot.

He further stated that the Public Works staff met with Mr. Fockaert to review the situation and determined that they can support reducing the width of the drainage easement from fifteen (15) feet to ten (10) feet.

He reviewed the process and legal requirements for reducing an easement including the process for amending or correcting a recorded map.

Councilmember Thompson expressed concern about giving away City land without receiving any benefit to the City and suggested the builder be required to pave the easement area and provide a picnic table. He said when the subdivision was approved the easement was granted to provide a trail for access to the river.

Community Development Director Caldwell explained the easement he believes he is referring to is the twenty foot easement on Riverside Estates parcel which is actually a sewer easement but it was agreed that under Phase 2 of that development an easement will be provided for a trail and at such time that easement will be granted.

He said Mr. Fockaert has proposed to put in rock and fence along the ten (10) foot drainage easement and questioned the City's authority to require the pavement and/or picnic table.

Councilmember Johnson questioned whether the reduced easement would create any maintenance problems for public works staff.

Water/Roadways Superintendent Jensen said ten (10) feet is wide enough to get in with equipment for maintenance and noted that they also have access through the sewer easement created at the Riverside Estates Mobilehome Park.

Councilmember Johnson questioned the depth of the rock being proposed for the easement area.

**MARCH 17, 2015 MINUTES**  
**Page 11**

Water Superintendent Jensen noted that he discussed the issue with the developer and he is very receptive to do whatever the City wants with regard to the rock.

Discussion continued regarding potential reasons for the City's need to access the area.

Water/Roadways Superintendent Jensen said they may need to have access to the DI's which the City is responsible for maintaining.

Councilmember Thompson said his main concern is that the City doesn't lose access for future potential trails to the river.

Community Development Director Caldwell explained the abandonment will not affect the easement whatsoever.

He reiterated that the requirement with the Bluff View Estates subdivision approval was to provide access to tie in with the trail that will occur with the expansion of Phase 2 of the Riverside Estates Mobilehome Park development.

Motion was made by Johnson/Garnes to adopt Resolution No. 1257-2015 *Approving the Summary Vacation of a Portion of a Fifteen Foot Drainage Easement Created as part of a portion of a Fifteen Foot Drainage Easement Created as Part of the Bluff View Estates Subdivision, Track Map No. 628 filed in Book 24 of Maps, pages 139 and 140 of Humboldt County Records.* Motion carried 4-1; the dissenting vote was from Councilmember Thompson.

## **REPORTS/STAFF COMMUNICATIONS**

City Manager Knopp provided a written report to be included in the record outlining items for the April 7<sup>th</sup> agenda and report of recent activities and events. He noted that there has been a lot of news media coverage for the City over the past couple weeks which has been mostly positive and said Rio Dell may be on the front cover again related to the new police body cameras. He announced that serious drought conditions still exist and staff is expecting some announcements from the State sometime in April related to tighter restrictions. He also noted that public works staff has been out doing maintenance on the medians, including new chips and pulling weeds and thanked them for their efforts.

Councilmember Johnson asked if the three (3) trees had been replaced in the median yet.

City Manager Knopp stated that two (2) of the three (3) trees were replaced and noted that the landscape items are covered under warranty so the landscaping company comes out to take a look and evaluate any trees that may need to be replaced.

**MARCH 17, 2015 MINUTES**  
**Page 12**

Finance Director Woodcox reported on recent activities in the finance department and said she is in the process of developing the draft budget and said the Council can expect to see a little different format with this year's budget. She also reported that she will be looking at the sewer revenues to see how they compare to the projections under the new rate schedule.

Community Development Director Caldwell reported on recent activities related to community development and said the next Planning Commission meeting is scheduled for March 26<sup>th</sup>; said he attended a MS4 workshop which addressed new State requirements that incorporate new LID requirements and the intent is to retain all storm water on site in retention/detention basins. He said not every jurisdiction is subject to these new requirements including Rio Dell although they can be imposed. He said the workshop was very beneficial and noted that the City does currently encourage retention/detention basins to help with the City's I & I problem

He also reported that he submitted the Coast Central Credit Union Grant application and that they hope to announce the winners by May 1, 2015.

He then reported that the Nuisance Committee met prior to the Council meeting and they talked briefly about the definition of an inoperative vehicle. He said, related to the Building Department, things have been fairly busy and reported that the City of Fortuna has agreed to continue providing inspection and plan check services until May and that he is expecting to take his test for Building Certification in April.

### **COUNCIL REPORTS/COMMUNICATIONS**

Councilmember Thompson reported on the last HWMA meeting and said the Board voted to call in 2002 bonds and voted to finance new bonds. He said by combining everything together they are projecting a savings of \$440,000 a year. He also reported that they issued RFP's on the final closure of the Cummings landfill. He noted that regarding the MOU, the Mayor will be required to sign the document and said he has some concerns about the contract and wants to thoroughly understand it first.

Discussion ensued regarding the process and cost associated with maintaining landfills once they are capped.

Councilmember Marks reported on his attendance at the Chamber of Commerce meeting and said they are gearing up for Wildwood Days and the 50<sup>th</sup> Anniversary of the City so they will be spending a lot of energy on that over the next few months.

He also reported on his attendance at the Redwood Coast Energy Authority meeting and said the two (2) main topics of discussion were: Community Choice Aggregation which is about communities buying utilities from other areas and said they appointed a sub-committee to get input from other cities; and the other item was the PACE (Property Assessed Clean Energy)

**MARCH 17, 2015 MINUTES**  
**Page 12**

Program whereby homeowners can have their property assessed voluntarily to upgrade to make their home more energy efficient.

Councilmember Garnes reported on her attendance at the Fire Commissioners meeting on Thursday and said they have a lawnmower that can no longer be repaired and are looking to come together with the Fire Department on splitting the cost to purchase a new mower. In the short term, she thought a good way for the City to reach out short of a monetary contribution would be to allow the use of the City's mower by the Fire Department.

She also reported that the first meeting of the 50th Anniversary AdHoc Committee will be held on March 24<sup>th</sup> and said if interested, the Board will be asking the City for possible seed money to kick off the planning of the event. The plan is then to hopefully approach the banks for a potential match of funds.

Councilmember Johnson suggested the use of the lawnmower by the Fire Department and the funding for the 50<sup>th</sup> Anniversary event is agenized for formal action. Mayor Wilson agreed.

City Manager Knopp stated the issues can probably be handled at the staff level.

Councilmember Thompson asked if the City has a policy for the use of City equipment.

City Clerk Dunham responded there is a written policy in place and a form that is required to be completed and signed which protects the City against any liability related to the use of City equipment by other agencies.

Water/Roadways Superintendent Jensen stated that he doesn't object to the Fire Department borrowing the mower provided the insurance issues are addressed.

**ADJOURNMENT**

There being no further business to discuss, the meeting adjourned at 8:34 p.m. to the April 7, 2015 regular meeting.

---

Frank Wilson, Mayor

Attest:

---

Karen Dunham, City Clerk



Rio Dell City Hall  
675 Wildwood Avenue  
Rio Dell, CA 95562  
(707) 764-3532  
riodelcity.com



April 7, 2015

TO: Rio Dell City Council

FROM: Kyle Knopp, City Manager

SUBJECT: Discussion and Possible Action Regarding Temporary Access for the California Conservation Corp Through a City Owned Parcel for the Greater Eel River Arundo Eradication Phase III Project.

IT IS RECOMMENDED THAT THE CITY COUNCIL:

Direct staff to work with project representatives to allow access across city owned land for the purposes of weed eradication.

BACKGROUND AND DISCUSSION

Arundo Donax, also known as Giant Reed, is a tall grass that closely resembles bamboo. Arundo was introduced by Spanish missionaries and grows up to four inches per day, reaching heights of over 20 feet. The Eel River watershed is infested with this species and Arundo causes numerous problems, including:

- Being a fuel ladder from which ground level fires become introduced to tree canopies
- Crowding out of native plants
- Impairment of salmonid habitat
- Shallow root system that encourages erosion

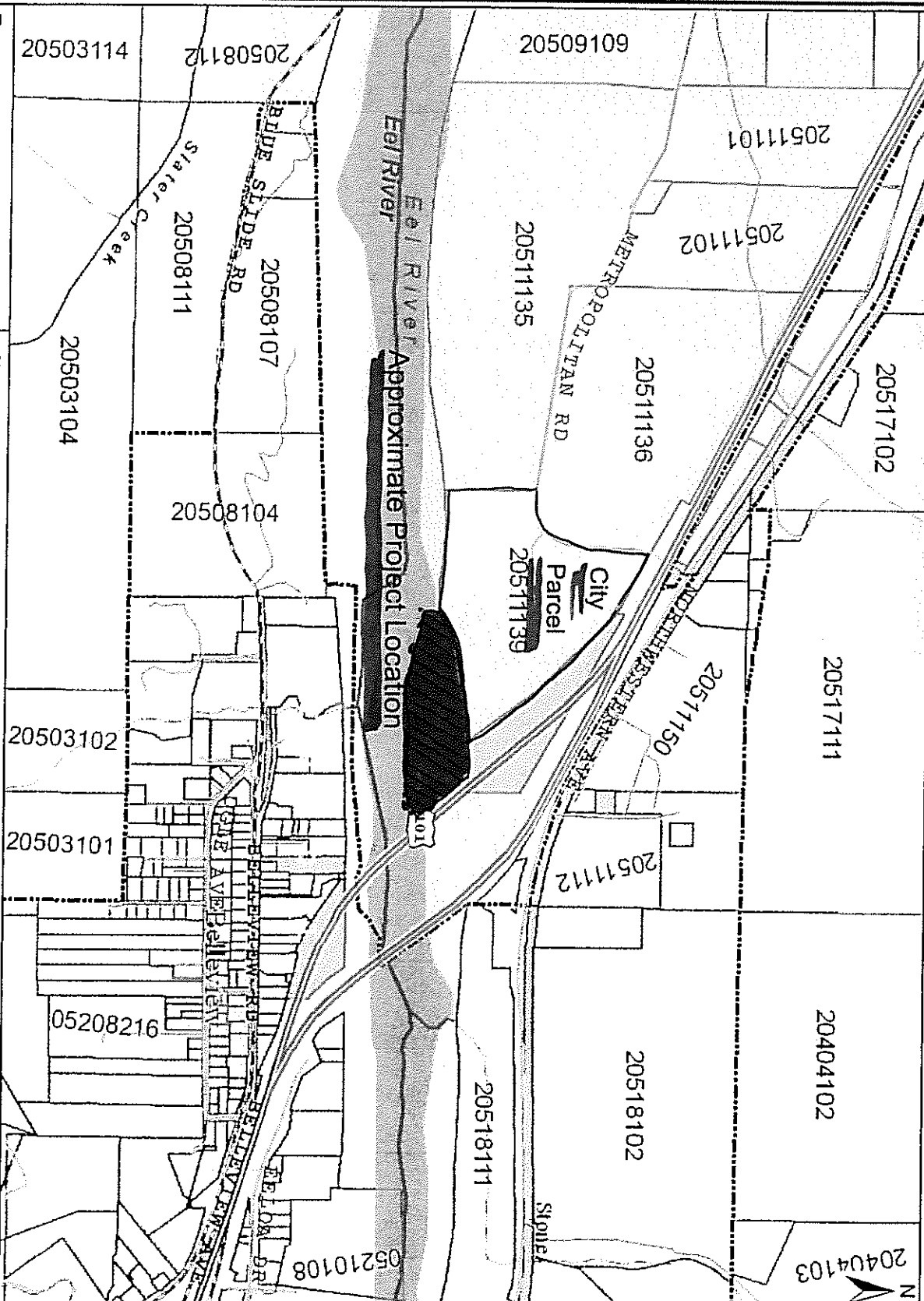
The California Conservation Corp (CCC) in conjunction with the Eel River Watershed Improvement Group have been actively involved in eradication efforts. The current project, the Greater Eel River Arundo Eradication Phase III, will treat 6 new infestations. One of the proposed infestation sites is located adjacent to city owned land and the CCC is seeking permission from the city to cross the property. No eradication efforts will be conducted on city property.

With the Council's permission, staff will work with the CCC to provide access through the property, which may include parking of vehicles. There is no anticipated impact upon the property. A map of the Arundo eradication area is attached.

///

# Humboldt County Web GIS Map

# Prosperity!



Freearce PDF Printing System  
Humboldt County Web GIS  
<http://gis.co.humboldt.ca.us>

**Map Disclaimer:** While every effort has been made to assure the accuracy of this information, it should be understood that it does not have the force and effect of law, rule, or regulation. Should any difference or error occur, the law will take precedence. Humboldt County assumes no liability or responsibility in the use, or misuse, of this data.

- [illegible]

# WANTED

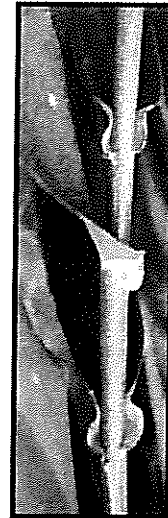
## Giant Reed Call 573-MISC



John M. Randall, photographer,  
The Nature Conservancy.



Ann Murray, illustrator,  
University of Florida.



Leaf sheaths,  
John M.  
Randall,  
photographer,  
The Nature  
Conservancy.

### What is it?

- Giant reed (*Arundo donax*) is a tall, sugar-cane-like grass from India that is invading Hawai'i.
- The leaves are 1-2 inches wide and a foot long.
- It has many flowers on 2-ft long, dense, plume-like branches.
- This plant grows rapidly and spreads quickly. It can reach heights greater than 20 feet. It forms large, continuous root masses.
- Giant reed grows in moist areas and in a wide variety of conditions.

### Why is it a problem in Hawai'i?

- It spreads quickly by root pieces in dirt or waterways.
- Giant reed traps sediments and blocks stream flow, leading to erosion and flooding.
- Once established, giant reed forms dense stands that choke out native plants and can alter waterbird habitat.
- It catches on fire easily, spreading wildfires that threaten homes and properties.

### What is MISC doing?

- The Maui Invasive Species Committee is a partnership fighting to protect Maui County from invasive plants and animals that threaten our environment, economy, and quality of life.
- MISC works to prevent invasive species from becoming established in Maui.
- MISC controls invasive species on private and public property free of charge.
- MISC educates people about invasive species and how to protect Maui.

### What can you do?

- Never import or plant giant reed.
- If you have giant reed, call MISC and give us permission to control it on your property.
- If you see giant reed growing or for sale, call MISC.
- Encourage your friends not to buy this or other pest plants so nurseries will stop selling them.
- Learn more. Visit the website <http://www.hear.org/AlienSpeciesInHawaii/>

*Together we can keep "Maui Nō Ka 'Oi!"*



# MISC

MAUI INVASIVE SPECIES COMMITTEE

P.O. Box 983, Makawao, HI 96768  
Phone: (808) 573-MISC (6472) Fax: (808) 573-6475  
Email: [miscpr@hawaii.edu](mailto:miscpr@hawaii.edu)  
Website: [www.mauiisc.org](http://www.mauiisc.org)

10.06

*Rio Dell City Hall  
675 Wildwood Avenue  
Rio Dell, CA 95562  
(707) 764-3532  
riodellcity.com*



April 7, 2015

TO: Rio Dell City Council

FROM: Kyle Knopp, City Manager

SUBJECT: Discussion and Possible Action Related to City's Downtown Parking Lot Modifications to Meet American's with Disabilities Act Standards and Related Authorization for the City Manager to Sign Memorandum of Understanding with the Redwood Coast Energy Authority for Electric Vehicle Charging Stations.

IT IS RECOMMENDED THAT THE CITY COUNCIL:

Review and approve of conceptual site plan, directing staff to proceed with updates at parking facility and further authorize the City Manager to sign Memorandum of Understanding with the Redwood Coast Energy Authority for three electric vehicle charging station.

BACKGROUND AND DISCUSSION

On January 21, 2014 the City Council received a presentation from the Redwood Coast Energy Authority (RCEA) and GHD, Inc. (acting as the RCEA engineer) regarding an opportunity for an electric vehicle charging station to be located in Rio Dell. The original location for the charging station was City Hall, however by April of 2014 the location had changed to the city parking lot downtown. The council was supportive of the project and voted 5-0 in the affirmative to send a letter of support.

At your March 17, 2015 Council meeting, the City Council received a presentation on the EV Charging station project, covering the timeline, next steps, and the ongoing funding/maintenance plan. Implementation of the EV charging station will require the city to designate one parking space for exclusive use as a vehicle charging station, and another space as an "EV Preferred" space. The item was continued to the current meeting due to concerns over ADA compliance at the site, and potential changes to the site plan as a result.

An ADA review of the parking site was conducted and found the location to be non-compliant with current ADA standards. A new site plan has been developed to bring the location into compliance, and it is attached for your review. The ADA parking spot and its attached van accessible loading zone will need to be moved towards the middle of the parking lot by approximately 11 feet in order to achieve an acceptable slope. The widening of the ADA loading zone will require most if not all striping at the parking lot to be replaced/moved. A lower voltage

Level I Charger will then be installed for the exclusive use of ADA vehicles, and will be free of charge to the user at the expense of RCEA.

Additional changes to the original site design include moving all of the remaining non-ADA parking spaces towards the middle of the parking lot by up to three feet. This will allow for the placement of one Level II charger into the space, for a total of three public parking spaces with access to electric charging infrastructure. This modification will allow for potential expansion of EV infrastructure in the future, as well as potential landscaping and fencing along the north side of the parking facility and does not diminish the functionality of the parking facility.

The modifications are expected to cost the City less than \$5,000.00 and will be sourced from the City's contingency funds. The City will be responsible to move the parking spaces, restripe and deploy all legally required signage. These changes will make the facility ADA compliant and also meet State guidelines on access to electric vehicle infrastructure for disabled persons.

Staff has also reviewed RCEA's MOU and has requested modifications. RCEA will now develop its own meter at the site for all proposed and future charging stations, thus removing the city from any administrative role in the EV billing process and making changes to section 3. With these modifications, staff believes the MOU can be signed and initial work can begin by the end of April.

//

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE CITY OF RIO DELL AND  
THE REDWOOD COAST ENERGY AUTHORITY**

**1. Purpose**

The purpose of this Memorandum of Understanding ("MOU") is to set forth the terms and conditions between the City of Rio Dell ("SITE HOST") and the Redwood Coast Energy Authority ("RCEA") for a partnership to provide plug-in electric vehicle charging to the general public at 675 Wildwood Ave, Rio Dell, CA 95562 ("LOCATION").

**2. Context**

RCEA has entered into an agreement with the California Energy Commission (CEC) to receive grant funding pursuant to Grant # PON-13-606, for the "North Coast Plug-In Electric Vehicle Charging Network" program. That grant includes funding to install electric vehicle supply equipment (EVSE) at nine locations in Humboldt County. RCEA and the SITE HOST agree that the LOCATION is a desirable site for public electric vehicle charging infrastructure and agree to work together to install and operate EVSE at this site.

**3. Roles and Responsibilities**

Through this MOU, the SITE HOST agrees to serve as the site host for EVSE and RCEA agrees to install, own, and operate the EVSE; each party agrees to the following roles and responsibilities:

- A. At no cost to the SITE HOST, RCEA will install, own, operate, and maintain the EVSE, and will be responsible for performing any required repairs or upgrades to the EVSE.
- B. Equipment installed by RCEA will be:
  - a. Pedestal-mounted SAE J1772-standard compliant, Level 2, 240V EVSE able to service two vehicles at a time.
  - b. Post-mounted SAE J1772-standard compliant, Level 1, 120V EVSE able to service one vehicle at a time in the ADA-designated parking space.
- C. The SITE HOST will allow RCEA to install the EVSE, associated signage and pavement marking, and new and separate electrical service at the LOCATION. RCEA shall be responsible for the new electrical service while this MOU is in effect. All work shall be performed by appropriately licensed and insured contractors who shall obtain electrical permits and City business licenses.
- D. The SITE HOST will designate two parking spaces, as shown on the attached conceptual site plan, as reserved for users of the EVSE and will make those spaces available for use 24-hours a day, 7 days a week.
- E. RCEA will set pricing and collect payment from users of the EVSE.
- F. The terms of this MOU shall stay in effect as long as the EVSE remains in place at LOCATION. The SITE HOST will continue to host the EVSE under the terms of this

MOU through June 30, 2017, which date may be extended upon the mutual agreement in writing of the parties. After June 30, 2017, either the SITE HOST or RCEA may give the other party 90 days' written notice of intent to terminate this MOU, and within 90 days of such notice, RCEA will either remove the EVSE and any associated signage and restore the site to its original condition, or transfer ownership of the EVSE to the SITE HOST for the SITE HOST's continued sole operation and maintenance.

#### **4. Hold Harmless and Indemnification**

RCEA agrees to indemnify, defend and hold harmless the SITE HOST, its Governing Board, its officers, agents, employees, and volunteers from any and all claims and losses, whatsoever, accruing or resulting from any and all subcontractors, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged as a result of the RCEA, its officers, agents employees and volunteers, pertaining to RCEA's performance of this Agreement.

SITE HOST agrees to indemnify, defend and hold harmless RCEA, its Governing Board, its officers, agents, employees, and volunteers from any and all claims and losses, whatsoever, accruing or resulting from its performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged as a result of the SITE HOST, its officers, agents, employees and volunteers, pertaining to the SITE HOST's performance of this Agreement.

#### **5. Insurance**

- A. RCEA agrees to maintain, at a minimum, the insurance coverage or self-insurance coverage as set out below at all times during the terms of this MOU. Failure to maintain the required insurance shall be grounds for termination of this MOU. Said coverage shall include an endorsement to add the SITE HOST, its officers, agents and employees, as additional insureds with respect to liability arising out of or connected with the services to be provided under this MOU. Said coverage shall additionally be endorsed to specify that the RCEA insurance is primary and that insurance or self-insurance maintained by the SITE HOST shall not contribute with it. Upon request, RCEA shall furnish the SITE HOST with certificates of insurance and endorsements of all required insurance. Said documentation shall state that coverage shall not be cancelled except after thirty (30) days prior written notice has been given to the SITE HOST.
- B. Workers' Compensation and Employers' Liability Insurance: RCEA shall provide Workers' Compensation and Employers' Liability insurance for RCEA's employees and agents to the extent required by law.
- C. Commercial General Liability: RCEA shall maintain \$1 million minimum commercial general liability insurance coverage.
- D. Business Auto: RCEA shall maintain \$1 million minimum business automobile insurance coverage.
- E. Professional Liability Insurance: RCEA shall maintain \$1 million minimum

professional liability insurance.

## **6. Assignment**

Neither party shall assign its obligations under this Agreement without the prior written consent of the other.

## **7. Nondiscriminatory Employment**

In connection with the execution of the Agreement, RCEA and the SITE HOST shall not unlawfully discriminate against, harass, or allow harassment against any employee or applicant for employment because of sex, race, religion, color, national origin, ancestry, disability, sexual orientation, medical condition, marital status, age (over 40), or denial of family-care leave, medical-care leave, or pregnancy-disability leave. RCEA and the SITE HOST shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination and harassment.

## **8. Entirety of Contract**

This Agreement shall constitute the entire agreement between the parties relating to the subject matter of this agreement, and shall supersede any previous agreements, promises, representation, understanding and negotiation, whether oral or written, concerning the same subject matter. Any and all act which may have already been consummated pursuant to the terms which are embodied in this Agreement are hereby ratified.

## **9. Notices**

Whenever it is provided in this agreement that RCEA or the SITE HOST shall give written notice to the other, said notice may be given by delivering a copy of said notice to the other party personally, or by mailing first class mail through the U.S. Postal Service, a copy of said notice at the following addresses:

- a. SITE HOST  
Authorized Representative, Title  
City, CA, zip
- b. Redwood Coast Energy Authority  
Matthew Marshall, Executive Director  
633 3<sup>rd</sup> St., Eureka, CA 95501

## **10. Compliance with Applicable Laws**

The RCEA and the SITE HOST shall comply with any and all applicable federal, state and local laws affecting the activities covered by this Agreement.

## **11. Jurisdiction and Venue**

This Agreement shall be construed in accordance with the laws of the State of California, and the parties hereto agree that venue shall be in Humboldt County, California.

## **12. Headings**



The headings of this Agreement are for purposes of reference only and shall not limit or define the meaning of the provisions of this Agreement.

### **13. Severability**

If a portion, term, condition or provision of this MOU is determined by a court to be illegal or in conflict with a law of the State of California, or is otherwise rendered unenforceable or ineffectual, the validity of the remaining portions, terms, conditions and provisions is not affected.

### **14. Waiver**

The waiver of any breach of any provision hereunder by any party hereto shall not be deemed to be a waiver of any preceding or subsequent breach hereunder.

### **15. Effective Date**

This MOU becomes effective when executed by authorized representatives of both parties.

### **16. Amendments and Termination of the MOU**

This MOU will continue until terminated by either party with 90 days' notice to other party, but not before June 30, 2017. The parties may change this agreement with unanimous consent, but no addition to, or alteration of, the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto. If either of the parties has reason to believe that the terms of the MOU are not being fulfilled, any party may provide written notification to the others stating the basis for the concern and providing a reasonable time to respond or remedy the situation. RCEA and the SITE HOST will make reasonable efforts to resolve the issues to all parties' satisfaction.

**IN WITNESS WHEREOF** the parties hereto have executed this agreement the day and year first written below by their duly authorized representatives, having full authority to so act for and on behalf of the parties hereto.

#### **Redwood Coast Energy Authority**

By: \_\_\_\_\_  
Matthew Marshall, Executive Director

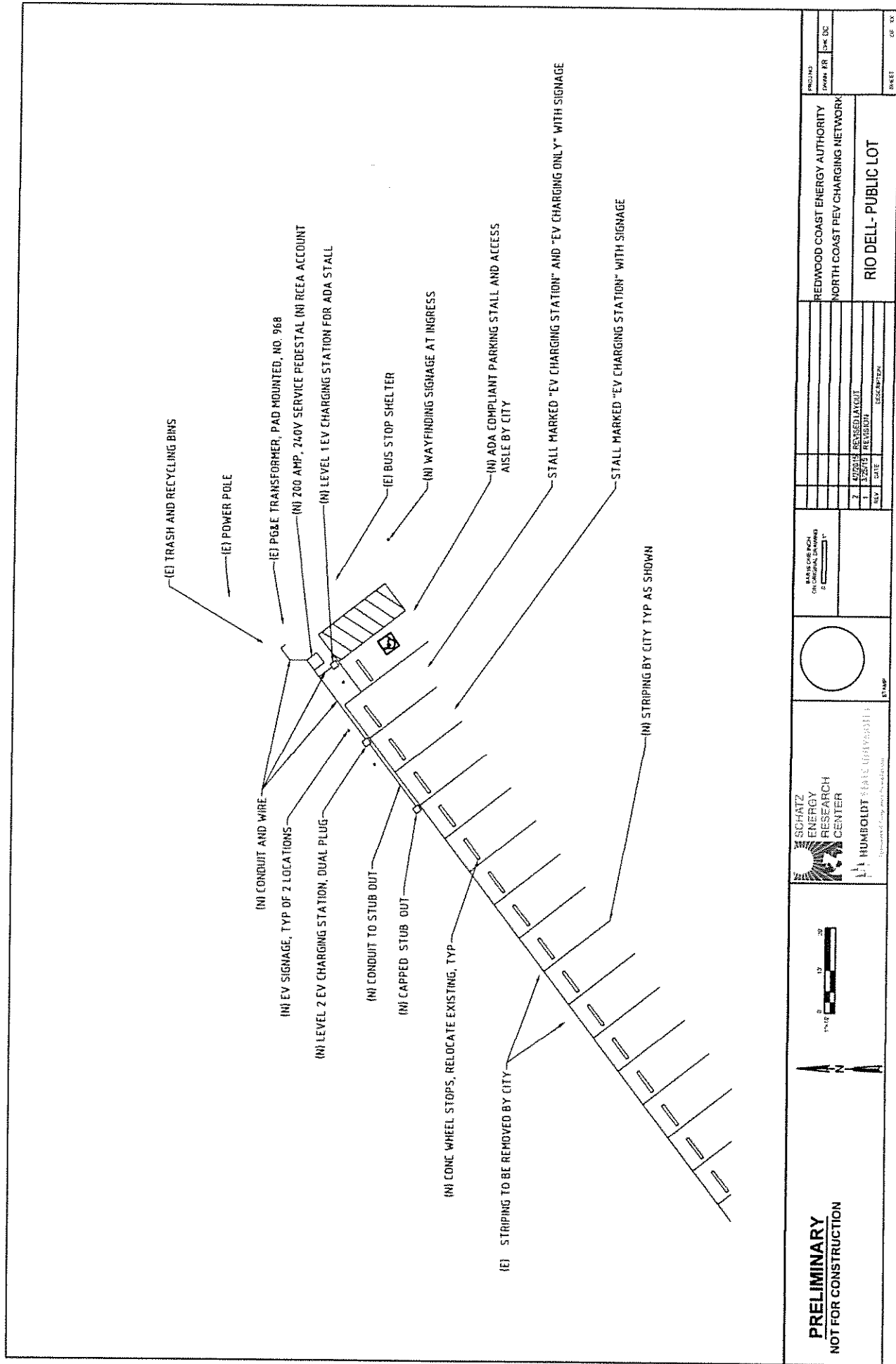
Date: \_\_\_\_\_

#### **SITE HOST**

By: \_\_\_\_\_  
Kyle Knopp, City Manager

Date: \_\_\_\_\_

#### **Attachment A - Conceptual Site Plan**



<div>PRELIMINARY</div> <div>NOT FOR CONSTRUCTION</div>		<div><div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div></div></div>
--	--	--

*Rio Dell City Hall  
675 Wildwood Avenue  
Rio Dell, CA 95562  
(707) 764-3532  
riodelcity.com*



April 7, 2015

TO: Rio Dell City Council

FROM: Kyle Knopp, City Manager

SUBJECT: Discussion and Possible Action Authorizing the City Manager to Sign a Professional Services Agreement with North Valley Labor Compliance Services Related to the Metropolitan Well Project

IT IS RECOMMENDED THAT THE CITY COUNCIL:

Authorize the City Manager to sign a professional services agreement with North Valley Labor Compliance Services (NVLCS).

BACKGROUND AND DISCUSSION

The Metropolitan Wells project is being funded in part by Proposition 84 funds. Awardees are required by State law to adopt and enforce a Department of Industrial Relations approved Labor Compliance Program for projects funded in whole or in part by Proposition 84. The City of Rio Dell has previously worked with North Valley Labor Compliance (NVLC) for monitoring of the wastewater improvement project. Carolyn Lay with NVLC has kept the City's labor compliance plan active and it can be re-used on this project. Labor compliance monitoring is required for funds to be reimbursed through the City's Proposition 84 grant from DWR/ North Coast Resource Partnership.

///



## NORTH VALLEY LABOR COMPLIANCE SERVICES

---

March 20, 2015

The City of Rio Dell  
675 Wildwood Avenue  
Rio Dell, CA 95562

Thank you for the opportunity to submit a proposal for labor compliance services for the 2 well projects you have coming up. I have put together a proposal that outlines our scope of services, experience, references and a not to exceed value.

North Valley Labor Compliance Services (NVLCS) wrote a Labor Compliance Program for The City of Rio Dell several years ago and has maintained the approved status by submitting annual reports to the Department Industrial Relations (DIR). Awarding Body's with Proposition 84 funding have to have an approved Labor Compliance Program in place and enforced to qualify for funding.

### **Executive Summary**

NVLCS is highly experienced in California Labor Code pursuant to CCR §16421 through §16802 as well as Federal Labor Standards set forth in the Davis-Bacon Act (40 USC 276(a-a5), The Copeland "Anti-Kickback" Act (40 USC 276©; and the Contract Work Hours and Safety Standards Act (CWHSSA) (40 USC 327-333).

We are currently enforcing DIR approved Labor Compliance Programs, that we have written and submitted to the DIR, for multiple water districts, cities and counties, with Proposition 84 funding. We have excellent working relations with contractors, unions, joint labor committees, the awarding bodies that we work for and state agencies; because our goal is to educate and assist, not to find errors and penalize.

### **Qualifications and Experience of Firm**

- North Valley Labor Compliance Services was established in 2005 as a sole proprietorship, Carolyn Lay is the principal Labor Compliance Officer and owner of the company.

North Valley Labor Compliance Services  
6955 N. Durango Street Suite 1115-254  
Las Vegas, NV 89149  
Phone 530-674-3033 cell 714-408-8687  
[cplay@sbcglobal.net](mailto:cplay@sbcglobal.net)

- North Valley Labor Compliance Services business address is: 6955 North Durango Street Suite 1115-254, Las Vegas, NV 89149; phone 530-674-3033, cell 714-408-8687, email [cplay@sbcglobal.net](mailto:cplay@sbcglobal.net).
- Laura Devany is the second Labor Compliance Officer that works as an independent contractor and works closely with Carolyn Lay.

Carolyn and Laura have worked in Labor Compliance on state and federal projects for 12 years and have overseen millions of dollars worth of construction.

### **Labor Compliance Officers**

#### **Laura Devany, Labor Compliance Officer**

**Experience:** 6 years of experience with the Yuba City Unified Labor Compliance Program and 6 years of experience with North Valley Labor Compliance Services.

LAURA DEVANY was introduced to Labor Compliance in 2003. She was instrumental in developing the Yuba City Unified School District Labor Compliance Program. This program became very well respected throughout the state. Laura became the LCP Coordinator for Yuba City Unified School District, where she oversaw millions of dollars of new construction and modernization of schools; she was subsequently involved in the expansion of the LCP Program to include contracts with several outside school and water districts for Labor Compliance services as a Third Party Administrator. The largest contract was with the Metropolitan Water District retrofit projects in Southern California with a construction value of over \$220 million dollars.

Laura has extensive experience with certified payroll verification, apprenticeship requirements, audit review, Request for Forfeiture and administering on-site interviews; as well as conducting labor compliance workshops, and individual consulting services. She has developed a solid understanding of California and Federal Labor Code as it applies to Public Works.

Laura attends Prevailing Wage conferences regularly, and takes advantage of any ongoing educational seminars that are available to stay current with changes that may occur in both State and Federal Labor Code.

In 2009, Laura left Yuba City Unified and joined forces with North Valley Labor Compliance Services (NVLCS). At NVLCS she has been involved primarily with Marysville Joint Unified School District and Elk Grove Unified School District monitoring new construction as well as modernization, as well as Nevada Irrigation District and Nevada County CDBG grant requirements.

---

### **Carolyn Lay – Senior Labor Compliance Officer**

**Experience:** 2 years of experience with the Yuba City Unified Labor Compliance Program and 10 years of experience as owner and Senior Labor Compliance Officer of North Valley Labor Compliance Services.

CAROLYN LAY was introduced to Labor Compliance in 2003 where she was employed by Yuba City Unified School District (YCUSD) as a Labor Compliance Specialist. She was instrumental in developing the Yuba City Unified School District Labor Compliance Program which became very well respected throughout the state. At YCUSD, Carolyn oversaw close to \$100 M worth of construction and was instrumental in the expansion of the LCP Program to include contracts with several outside school and water districts for Labor Compliance services as a Third Party Administrator.

In 2005, Carolyn left her position as Labor Compliance Specialist for YCUSD to start North Valley Labor Compliance Services. She has been very successful over the last ten years implementing her DIR approved program; overseeing over \$350 M of school construction in the last ten years. In addition, Carolyn was a consultant to YCUSD for the \$220 M Metropolitan Water District of Southern California. She works closely with the Awarding Bodies for the duration of the project; from design to completion.

Carolyn is very knowledgeable in Public Works contract review and compliance, and is well versed in prevailing wage laws. She has expansive experience in certified payroll verification, apprenticeship requirements, audit review, administering on-site interviews, Request for Review, and overall labor code enforcement. In addition to running a successful LCP business, Carolyn became an instructor for the Department of Industrial Relations approved program that was taught statewide through Fresno City College. Carolyn has excellent working relations with contractors unions and state agencies and is personable and reliable.

### **Scope of Work**

Before construction begins, NVLCS will ensure all bid invitations and contracts/agreements contain the appropriate prevailing wage language and State Labor Code requirements. We will provide a handout to be distributed at the pre-bid conference to contractors so they know the requirements prior to bidding. We go over all requirements with the Awarded Contractor and all subcontractors to ensure compliance to prevailing wage laws.

Once construction begins, NVLCS will review and monitor certified payroll to verify compliance; making sure workers are being paid correctly, classified correctly and that fringe benefits are being paid. We will also ensure that apprenticeship requirements are

---

adhered to by confirming eligibility of an approved program that is registered with the State of California. We will maintain ongoing communication with the contractors concerning possible violations and discrepancies. We will give the contractor every opportunity to correct and rectify a potential error. If it becomes necessary to conduct an audit of certified payroll, NVLCS will notify the specified parties as well as the awarding body of our intentions. All parties will be notified of the outcome of an audit including potential penalties before a Request for Forfeiture is submitted to the Labor Commissioner.

Onsite interviews shall be conducted with the workers to confirm that they are being paid the correct hourly wage, they are classified correctly for the type of work they are performing, travel and subsistence if applicable, overtime and holiday pay if applicable. Awarding Body staff can conduct the onsite interviews and send the filled out forms to NVLCS or the Inspector of Record or a representative of the Engineering firm that the City of Rio Dell is working with on this project, can also perform the interviews.

NVLCS will review and approve each pay application that is presented to the Awarding Body for payment. If there are outstanding issues with a specific contractor/subcontractor, NVLCS will recommend the withholding of contract payments for that particular contractor/subcontractor. Our expertise in the field of California Labor Code Enforcement allows us to mitigate and problem solve within the most complex levels of the public works construction industry. Our research techniques and detailed investigative procedures allow us to handle and resolve the most challenging Labor Code violations and situations.

We maintain current knowledge of prevailing wage laws by attending seminars sponsored by the Department of Industrial Relations, the Division of Apprenticeship Standards, the Foundation for Fair Contracting, the Department of Labor, California Department of Public Health, and others.

NVLCS will strive to create a solid working relationship with the awarding body, contractors, subcontractors and all other parties involved with a positive and proactive approach to labor compliance.

### **Pre-Bid and Pre-Construction Meetings**

NVLCS will provide materials to be distributed at the Pre-Bid meeting to inform potential bidding contractors of their obligations to CA Labor Code.

Once the contract has been awarded, NVLCS will talk with each contractor to review the requirements under Labor Code §§ 1775, 1776, 1777.5 and 1813. The contractors will learn how to properly submit their certified payroll, how to complete and submit required

LCP documents, and will understand the importance of keeping accurate records so they are in compliance with the law.

We will review the “Checklist of Labor Laws”. A copy of this document will be signed by each contractor and kept on file.

### **Collection, Review, and Monitoring of Certified Payroll**

All contractors who work on-site shall maintain complete certified payroll records; these shall contain all the required information shown on the DIR “Public Works Payroll Reporting Form”. Records shall be furnished to NVLCS as defined in the contract. All payroll records are promptly reviewed for accuracy so that appropriate corrective action can be taken if necessary. NVLCS will check for completeness, and if accompanied by a Statement of Compliance, employee information, job classifications and wage rates. If discrepancies are found, we will notify the Prime Contractor with a “Ten Day Notice to Correct”. It will be the responsibility of the prime contractor to forward the notice on to their subcontractor(s). We will contact the subcontractors directly upon request of the Prime Contractor. Pursuant to CCR §16432, we will conduct further confirmation of payroll records in order to corroborate reported prevailing wage payments; for each month in which a contractor reports having workers on the project. This is accomplished through worker interviews, examination of pay stubs, or any other reasonable method. Confirmation is also undertaken upon complaints from workers or other interested persons, or when other information suggests inaccuracy of the payroll records.

### **Audits and Investigations**

An investigation and audit shall be prepared when NVLCS determines that a violation of the prevailing wage has occurred. The audit will include the amount of underpayment to the worker(s) and any penalties to be assessed under LC §1775 and §1813. Information as to actual hours worked, amounts paid and classifications of workers employed on the project will also be included in the audit. During our investigation in preparing our audit we will derive information from interviews with the workers, complaints from workers or other interested parties, time cards cancelled checks, trust fund forms, work schedules, evidences that reflect job assignment, review of daily superintendent reports, IOR reports, and any other additional documents that may be pertinent to the investigation.

### **Enforcement**

NVLCS strives to develop a good relationship with the contractors to provide assistance in complying with CA labor code. We will be available as needed by phone or email.



- A. **Delinquent or Inadequate Payroll** – Once it is determined that certified payroll is either delinquent or inadequate pursuant to CCR §16435, NVLCS will issue a “Ten Day Notice to Correct” to the affected contractor. We will follow up this notice with a phone call to offer any assistance if needed. If inaccuracies are not promptly corrected within one payroll period after such notice, CA Labor Code §1771.5 requires the withholding of contract payments only to the subcontractor whose payroll records are delinquent and/or inadequate. We will provide the contractor with immediate notice that contract payments are being withheld, identifying why the payroll is deemed delinquent and/or inadequate, specifying the amount being withheld, and his rights under LC § 1742. Once corrected payrolls are produced, the withholdings will be released.
- B. **Failure to Pay Prevailing Wage** – Once it is determined that prevailing wage has not been paid by a contractor, by review, monitoring and/or confirming certified payroll; an investigation will be conducted to determine if the underpayment was a willful violation. NVLCS will issue a “Ten Day Notice to Correct”, followed with a phone call to answer any questions that the contractor may have. If the contractor makes prompt restitution to the worker and can provide information to prove a “good faith mistake” as determined by LC §1775, NVLCS will not be required to request from the Labor Commissioner a determination for penalties to be assessed against the contractor. If the investigation provides evidence that a willful violation occurred, an audit will be prepared to include the amount of underpayment to the worker(s) and any penalties to be assessed under LC §1775 and LC §1813 and submitted to the Labor Commissioner for approval. A copy of the recommended forfeiture and the report shall be served on the contractor and subcontractor at the same time it is mailed to the Labor Commissioner. If a written complaint is received alleging the underpayment of prevailing wage by a contractor, NVLCS will notify the complaining party within 15 days that the case is being handled, and provide contact information of the person doing the investigating. We will also notify the contractor of the complaint within 15 days pursuant to LC § 1775. We will conduct an audit to determine accuracy of the complaint and follow the procedure as noted above. We will keep the complaining party apprised of the status of the investigation in an ongoing basis. NVLCS will file a Davis Bacon: 5.7 Labor Standards Enforcement

Report for any violation over \$1,000.00 or violations deemed to be willful, for any federally funded projects.

- C. **Failure to Comply With Apprenticeship Requirements** – NVLCS will issue a “10 Day Notice to Correct” once suspected violations are determined. An audit will be prepared to determine if the violation is a “knowing violation” under LC §1777.5. All suspected violations will be filed as a complaint to the Division of Apprenticeship Standards (DAS) under their guidelines as required by Labor Code. NVLCS will maintain a written summary of all labor compliance activities and relevant facts that pertain to this project for each contractor on the job.

### **Forfeitures**

After our review of certified payroll records, if we discover that workers have been underpaid, an audit is prepared showing the total amount of underpayment, which also includes estimated penalties required pursuant to LC §§1775, 1776, and 1813. NVLCS will give the contractor the opportunity to explain why the violation was a “good faith mistake”. If the contractor fails to do so, NVLCS will prepare evidence of the violation in narrative form and submit this report to the Labor commissioner along with additional information as required by CCR §16437. NVLCS may recommend withholding of funds during the course of construction where the contractor has failed to comply with labor standards provisions within a thirty day period.

### **Assisting the District to Prepare for a Hearing Before the DIR**

It is our hope and goal that our preventative measures will preclude a case from going before the DIR to be heard. In the event that this does happen, NVLCS will assist your legal counsel by providing detailed documentation that will help validate the case; this work will be billed as Additional Services as outlined in Section 4 . We will assist in any manner consistent with the Prevailing Wage Hearing Regulations set forth in CCR §17201-17270.

### **Recent Projects**

- ***Northern California Reclamation Districts*** – We are currently working with multiple Northern California Reclamation Districts. The projects range from a construction value of \$1,500 to \$6M. They consist of, but are not limited to, levee repairs, erosion prevention, levee maintenance, emergency repairs, drainage pipe replacement, etc. You may contact Dante Nomellini, Jr. Phone No. (209) 465-5883, or MBK Engineers, Tina Anderson at 455 University Avenue Ste. 100, Sacramento, CA 95825; Phone No. (916) 456-4400.

- 
- ***Sonoma County Water Agency*** – We are currently working on the Mirabel Dam Fish Screen and Ladder project with a construction value of \$12M and the McGill Road Recycle Water Project with a construction value of \$247,852.00. You may contact Joan Hultberg at (707)-547-1902.
  - ***County of Sonoma, Regional Parks-*** We are currently working on a project with a construction value of \$750,000. You may contact Elizabeth Tyree at (707) 565-2575.

NVLCS is contracted with Napa County Parks, Solano County Resource Conservation District, The City of Trinidad, San Joaquin History Museum, Del Norte Resource Conservation District, Mendocino County Resource Conservation District, Humboldt County Resource Conservation District, Humboldt Bay Municipal Water District, Camptonville Community Services District, Lewiston Community Services District and The City of Calistoga.

### Cost of Services

#### Schedule of Rates

Carolyn Lay Senior Labor Compliance Officer	\$75.00/hour
Laura Devany Labor Compliance Officer	\$75.00/hour
Clerical Staff	30.00/hour

#### Allowable Reimbursable Expenses

NVLCS will be reimbursed for reasonable expenses incurred in conjunction with the project. The items allowable for reimbursement are as follows:

1. Cost of copies, mostly for printing the Labor Compliance Manual.
2. Cost of postage, UPS, Federal Express, and other deliveries.
3. Cost of other items as required, with prior approval from owner.

### NOT TO EXCEED VALUES

NVLCS proposes to monitor and enforce the prevailing wage for the Project (Well Development, with an estimated construction value of \$20,000) for a total Not to Exceed value of \$800.00 (Eight Hundred dollars).

NVLCS proposes to monitor and enforce the prevailing wage for the Project (Well Installation, with an estimated construction value of \$20,000) for a total Not to Exceed value of \$800.00 (Eight Hundred dollars).

**Additional Services** would be at the request of the Owner (City); NVLCS would prepare for and serve as a witness in connection with any public or private HEARING or arbitration, mediation, disciplinary or enforcement action, or legal proceeding.

---

### **References**

**Marysville Joint Unified School District:**

Denise DeVaughn, Senior Project Manager, at 530-749-6174 ext. 6131, 1919 B Street, Marysville, CA 95901.

**MBK Engineers**, Tina Anderson at 455 University Ave. Ste. 100, Sacramento, CA 95825 ; Phone No. (916) 456-4400.

**Elk Grove Unified School District:**

Lee Leavelle at 9510 Elk Grove-Florin Road, Elk Grove, CA 95624 Phone No. 916-686-7797 ext. 7330.

Please let me know if you have any questions.

Thank you,

Carolyn Lay  
North Valley Labor Compliance Services  
530-674-3033

**PROFESSIONAL SERVICES AGREEMENT FOR  
LABOR COMPLIANCE CONSULTING SERVICES  
BETWEEN  
THE CITY OF RIO DELL  
AND  
NORTH VALLEY LABOR COMPLIANCE SERVICES**

This Professional Services Agreement for labor compliance consulting services ("Agreement") is made and entered into this \_\_\_\_\_, by and between **THE CITY OF RIO DELL** (THE "City") and **NORTH VALLEY LABOR COMPLIANCE SERVICES** (THE "Consultant").

**RECITALS**

This Agreement is entered into in consideration of the following matters:

**WHEREAS**, under California Labor Code sections 1720-1860, all workers employed on a public works contract must be paid the prevailing rate of per diem wages;

**WHEREAS**, the Department of Industrial Relations ("DIR") has established regulations governing the payment of prevailing wages on public works contracts;

**WHEREAS**, any project using funds derived from the Water Security, Clean Drinking Water, Coastal and Beach Protection Act of 2006 (Proposition 84) is required to implement and enforce a Labor Compliance Program ("LCP") to ensure the payment of prevailing wages for any project using such funds;

**WHEREAS**, the Consultant prepared a Labor Compliance Program for the City and was approved by the State on 9/1/11, LCP ID # 2011.00678;

**WHEREAS**, the City is in need of professional services for labor compliance consulting for 2 well projects ("Project");

**WHEREAS**, THE Consultant has the necessary qualifications to provide such services for the Project; and

**WHEREAS**, the parties desire by this Agreement to establish the terms and conditions for retention of the Consultant to provide the professional services described here.

## **AGREEMENT**

**NOW, THEREFORE**, the City and the Consultant do agree as follows:

### **PART I DEFINITIONS**

Additional Services shall mean any services not provided for under this Agreement and as defined in Part II, Section 4 hereof.

Agreement shall mean this Professional Services Agreement as the same now exists, or as it may, from time to time be amended by any supplemental agreement entered into by the parties pursuant to the provisions hereof.

Bond Acts shall mean the Water Security, Clean Drinking Water, Coastal and Beach Protection Act of 2006.

City The City of Rio Dell.

Consultant shall mean North Valley Labor Compliance Services.

Compensation shall mean the costs of Services as established in the Compensation Scheduled attached hereto as Exhibit "B".

Department of Industrial Relations or DIR shall mean the California Department of Industrial Relations.

Effective Date shall mean the date of execution of this Agreement.

Labor Compliance Program or LCP shall mean the City of Rio Dell Labor Compliance Program ID # 2011.00678.

Menu of Services shall mean the list of tasks to be provided by the Consultant under this Agreement as presented in Exhibit "A".

Project(s) shall mean "Well Development and Well Installation" using funds derived from the Bond Acts, or as otherwise directed by the City.

Services or Work shall mean the labor compliance consulting services provided by the Consultant under this Agreement.

Site shall mean any real property owned or leased by the City for which funds derived from the Bond Acts may be used to improve the property and are subject to the requirements of Water Security, Clean Drinking Water, Coastal and Beach Protection Act of 2006, or as otherwise directed by the City.

## **PART II**

### **PROFESSIONAL SERVICES: TERMS & CONDITIONS**

#### **Section 1 – Purpose**

The purpose of this Agreement is as follows:

- a. To establish the terms and conditions for the provision of labor consulting services by the Consultant to the City.
- b. To establish the Menu of Services to be provided by the Consultant.
- c. To set forth the relationship between each party and establish the duties and responsibilities of each party hereunder.

#### **Section 2 – Menu of Services**

The Consultant shall provide the City with the Services described in the Menu of Services attached hereto as Exhibit "A".

#### **Section 3 – Compensation**

- a. The Consultant shall be compensated based on the hourly rates set forth in Exhibit "B" and within the not to exceed amounts designated for each project therein. The Consultant shall not perform any work in excess of the not to exceed amounts listed in Exhibit "B" without the written consent of the City. The Consultant shall be reimbursed for appropriate direct costs, other than administrative overhead and salary costs in accordance with the schedule set forth in Exhibit "C", provided however that the Consultant may not charge an hourly rate for travel time.
- b. The Owner shall compensate Consultant, North Valley Labor Compliance Services ("NVLCS") for performing Additional Services described in Exhibit "D", within timeframes established in Part II Section 3 b. These additional services can exceed the NOT TO EXCEED value for project.
- c. The City shall pay the Consultant within thirty (30) calendar days of receipt of Consultant's monthly invoice, which will set forth the hours actually worked in each billing period and the project to which such hours apply.
- d. Invoices shall be sent to: The City of Rio Dell.

#### **Section 4 – Additional Services**

The Consultant shall not be compensated for any Services other than those described in the Menu of Services ("Additional Services" Exhibit "D"), except as provided in this paragraph. If Additional Services seem merited by the Consultant or the City, and informal consultations



between the parties indicate that such Services are warranted, the Additional Services shall be approved in writing by the City in the following manner: a letter outlining the Additional Services shall be forwarded to the City by the Consultant with a statement of estimated cost changes to the fee or time schedule. The City shall review the letter and may approve or reject the Additional Services and costs proposed in the letter. The letter shall be executed by both parties before performance of any such Additional Services or the City will not be required to pay for the changes in the Menu of Services.

#### **Section 5 – Maintenance of Records**

Books, documents, papers, accounting records, and other evidence pertaining to Work done and costs incurred pursuant to this Agreement shall be maintained by the Consultant and made available for inspection, audit and copying by the City or DIR at all reasonable times during the term of this Agreement and for three (3) years after the close-out date of each Project or as otherwise required by law. Upon expiration of the three (3) year period, the Consultant shall return the records to the City.

#### **Section 6 – City's Responsibilities**

- a. The City shall provide to NVLCS complete information regarding the City's requirements for the Program.
- b. The City shall examine information submitted by NVLCS and shall render decisions pertaining thereto promptly.
- c. The City shall furnish legal, accounting, contract review and insurance counseling services as may be necessary for the Program.
- d. The City shall furnish required information and approvals and perform its responsibilities and activities in a timely manner to facilitate orderly progress of the work in cooperation with NVLCS, consistent with this Agreement. At the request of NVLCS, sufficient copies of the Contract Documents shall be furnished to NVLCS to permit the timely performance of services, by the City at the City's expense.

#### **Section 7 – Ownership and Use of Work**

All documents and materials prepared pursuant to this Agreement shall be considered the property of the City for which it was prepared, and will be turned over to the City upon demand, but in any event upon completion of the Work. The City has the right to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data or other documents and materials prepared under this Agreement without the permission of the Consultant. All documents and materials shall be delivered in a reproducible form. As used herein, "documents and materials" include, but are not limited to, any original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, and computer files prepared or developed pursuant to this Agreement.

## **Section 8 – Findings Confidential**

Any reports, information, data or materials given to or prepared or assembled by the Consultant under this Agreement are confidential and shall not be made available to any individual or organization by the Consultant without prior written approval of the City.

## **Section 9 – Conflict of Interest**

The Consultant hereby expressly covenants that no interest presently exists, nor shall any interest, direct or indirect, be acquired during the term of this Agreement that would conflict in any manner with the performance of Services pursuant to this Agreement.

## **Section 10 – Term of Agreement**

The initial term of this Agreement shall be for one (1) year from the Effective Date with completion of the project (all certified payroll documents received) to commence on July 19, 2011. It is intended that this Agreement can be extended or amended consistent with the intent of the parties, the requirements of the Department of Industrial Relations and the California Labor Code and in accordance with Part II, Section 26 hereof.

## **Section 11 – Time of Performance**

Neither the City nor the Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war; riots and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage or judicial restraint.

Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

## **Section 13 – Compliance with Law**

- a. The Consultant shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local government. If the Consultant's failure to comply with applicable laws, ordinances, codes and regulations results in a

claim for damage or liability to the City, The Consultant shall be responsible for claim for damage or liability to the City, the Consultant shall be responsible for indemnifying and holding the City harmless as provided in this Agreement.

- b. The Consultant shall assist the City, as requested, in obtaining and maintaining all permits, if any, required of the Consultant by federal, state and local regulatory agencies.

#### **Section 14 – Standard of Care**

The Consultant's Services shall be performed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions.

#### **Section 15 – Assignments**

The Consultant is retained as an independent consultant and is not an agent or employee of the City. No employee or agent of the Consultant shall by this Agreement become an agent or employee of the City. The Consultant shall have no authority, express or implied, pursuant to this Agreement to bind the City to any obligation whatsoever, except as specifically provided in writing by the City.

#### **Section 16 – Integration**

This Agreement represents the entire understanding of the City and the Consultant as to those matters contained herein, and supersedes and cancels any prior oral or written understanding, promises or representations with respect to those matters covered hereunder. To the extent that any provision or clause contained in an attachment to this Agreement conflicts with a provision or clause in the Agreement, the provision or clause in this Agreement shall control. This Agreement may not be modified or altered except in writing signed by both parties hereto. This is an integrated Agreement.

## **Section 18 – Insurance**

- a. Professional Liability Insurance Errors and Omissions. The Consultant shall provide professional liability insurance in the amount of at least One Million Dollars (\$1,000,000.00) aggregate.
- b. Other Provisions.
  1. NVLCS shall procure and maintain insurance during the progress of its work on the Project, with reliable insurance companies, on forms acceptable to the City.
  2. Evidence Required. Prior to execution of the Agreement, the Consultant shall file with the City evidence of insurance from an insurer or insurers certifying to the coverage of all insurance required here. Such evidence shall include original copies of the ISO CG 2010 (or insurer's equivalent) signed by the insurer's representative and Certificate of Insurance (Accord Form 25-S or equivalent). All evidence of insurance shall be signed by a properly authorized officer, agent or qualified representative of the insurer and shall certify the names of the insured, any additional primary insureds, where appropriate, the type and amount of the insurance, the location and operations to which the insurance applies, and the expiration date of such insurance.
  3. NVLCS shall also provide Certificates of Insurance or other evidence of insurance as requested by the City to the City within thirty (30) days after receipt by NVLCS of a signed version of this Agreement. The certificates shall provide that there will be no cancellation, reduction, or modification of coverage without ten (10) days prior written notice to the City.

## **Section 19 – Mutual Indemnity**

- a. NVLCS shall, with respect to all work which is covered by or incidental to this Agreement, defend, indemnify and hold City harmless from and against any and all liens and claims asserted by firms or individuals claiming through NVLCS, and all claims liability, loss, damage, costs, or expenses, including reasonable attorney's fees, expert's fees, awards, fines, or judgments, arising by reason of any claim for the death or bodily injury to persons or injury to property, to the extent caused by NVLCS' negligence or willful misconduct. However, NVLCS shall not be obligated under this Agreement to indemnify the City to the extent that the damage is caused by the negligence or willful misconduct of the City or its agent or servants other than NVLCS.
- b. Waiver of Subrogation: The City and NVLCS waive all rights against each other and against the Contractor, Design Professionals, consultant, agents, and employees of the other for damages during construction covered by any property insurance as set forth in the Construction Contract.

## **Section 20 – Law, Venue, and Attorneys’ Fees**

This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a state or federal court situation in the County of Sutter, State of California. In the event of any such litigation between the parties, the prevailing party shall be entitled to recover all reasonable costs incurred, including reasonable attorney’s fees, as determined by the court.

## **Section 21 – Termination or Abandonment**

- a. The City may terminate this Agreement, with or without cause, at any time by giving thirty (30) days written notice of termination to the Consultant. In the event such notice is given, the Consultant shall cease immediately all Services in progress.
- b. The Consultant may terminate this Agreement at any time upon thirty (30) days written notice of termination to the City.
- c. If any party hereunder fails to perform any material obligation under this Agreement, then, in addition to any other remedies, the non-breaching parties may terminate this Agreement immediately upon written notice.
- d. Upon termination of this Agreement, all property belonging to the City which is in Consultant’s possession shall be returned to the City. The Consultant shall furnish the City with a final invoice for Services performed by the Consultant. The City shall have no obligation to pay the Consultant for Services performed after termination of this Agreement.

## **Section 22 – Notice**

Any notice or instrument required to be given or delivered by this Agreement may be given or delivered by depositing the same in any United States Post Office, certified mail, return receipt requested, postage prepaid, addressed to:

### **DISTRICT:**

#### **City of Rio Dell**

675 Wildwood Ave.  
Rio Dell, CA 95562  
Phone:  
Fax:

### **CONSULTANT:**

**North Valley Labor  
Compliance Services**  
6955 N. Durango Drive Ste. 1115-254  
Las Vegas, NV 89149  
Phone: (530) 674-3033  
Cell (714) 408-8687  
Attention: Carolyn Lay

and shall be effective upon receipt thereof.

**Section 23 – Third Party Rights**

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and the Consultant.

**Section 24 – Severability**

The unenforceability, invalidity or illegality of any provision(s) or portion thereof of this Agreement shall not render the other provisions unenforceable, invalid or illegal. Waiver by any party of any portion of this Agreement shall not constitute a waiver of any other portion thereof.

**Section 25 – Time of Essence**

Time is of the essence for each and every provision of this Agreement.

**Section 26 – Successors and Assigns**

This Agreement shall be binding on the successors and assigns of the parties, and shall not be assigned by the Consultant without prior written consent of the Consultant.

**Section 27 – Amendments**

This Agreement shall not be amended, modified or changed in any way without the prior written consent of the Consultant.

**Section 28 – Interpretation**

The agreements contained herein shall not be construed in favor of or against any party but shall be construed as if all parties prepared this Agreement.

**Section 29 – Counterparts**

This Agreement may be executed in counterparts, all of which, when taken together, shall constitute a fully executed original.

**Section 30 – Exhibits and Recitals**

All Exhibits and Recitals contained herein are hereby incorporated into this Agreement.

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the date first written above.

DATE: \_\_\_\_\_ DISTRICT: **CITY OF RIO DELL**

By: \_\_\_\_\_  
(signature)

Name:  
Title:

DATE: \_\_\_\_\_ CONSULTANT: **NORTH VALLEY LABOR  
COMPLIANCE SERVICES**

By: \_\_\_\_\_  
(signature)

Name: Carolyn Lay  
Title: Owner

Federal Tax I.D. Number 20-3064636

## **EXHIBIT "A"**

### **MENU OF SERVICES**

#### **I. EDUCATION**

##### **TASK: GENERAL CONSULTING**

1. The Consultant shall provide the City and its staff with general consulting services on labor compliance, as required by the City.
2. The Consultant shall cooperate and assist the City's construction management team, legal counsel, and other City consultants with issues related to labor compliance as necessary.
3. The Consultant shall remain apprised of any changes, additions or other modifications to applicable labor law.

##### **TASK TRAINING**

1. The Consultant shall provide labor compliance training for the following individuals and entities: (a) the City's staff, (b) construction managers, (c) and any other City consultants that may require such training.

#### **II. MONITORING & REVIEW**

##### **TASK: REVIEW OF CERTIFIED PAYROLL RECORDS**

1. The Consultant shall review certified payrolls on a weekly basis for completeness and inclusion of all required information including:
  - Employee's full name, address and social security number.
  - Amount paid per hour (including amounts paid for health plans, pensions, training fund contributions, etc.)
  - Delay regular, overtime, and holiday hours and weekly totals.
  - Gross/net wages paid for project.
  - Contractor's full name and address.
  - Project name and location.
  - Dates of payroll.
  - Certification under penalty of perjury by authorized representatives of contractors or subcontractors.
2. The Consultant shall perform a more detailed review of certified payroll records for possible irregularities on a monthly basis. These reviews shall consist of randomly selected certified payroll records for a cross section of workers for each



of the City's projects. The Consultant shall determine whether wages and fringe benefits paid correlate with DIR prevailing wage rates, that overtime and holiday hours are correctly calculated and paid and any information obtained through field interviews corresponds to the certified payroll records. The Consultant's review should provide a high level of confidence that submitted certified payrolls are true and correct.

3. If in performing the random certified payroll review, the Consultant discovers an irregularity, the Consultant shall send a weekly email encompassing all deficiencies with all contractors. A letter will be sent to each contractor that shall request clarification of the irregularity. The letter shall allow the contractor to respond within ten (10) days of receipt of the letter. If no clarification is received from the contractor, the Audit and Investigation Tasks, as described below, shall commence.

#### **TASK: SITE MONITORING**

1. The Consultant shall work with City staff member to perform onsite interviews with the workers. The interviews are established to ensure that all workers are being paid the prevailing wage, overtime, weekends and holidays are paid according to CA Labor Laws and the apprentice ratios are being met.

#### **TASK: RECEIPT OF CLAIMS/COMPLAINTS BY WORKERS**

1. The Consultant shall develop and submit for the City's review, a standard procedure for receiving and recording any claims or complaints submitted by a worker for the failure to pay prevailing wages or comply with the City's LCP.
2. The Consultant shall investigate the claim in accordance with the procedures set forth below in Section III, Audit and Investigation.
3. Once an investigation and audit have been completed, the Consultant shall provide written responses to the City and claimant within ten (10) working days.

### **III. AUDIT & INVESTIGATION**

#### **TASK: INVESTIGATION OF IRREGULARITIES OR CLAIMS**

If the contractor does not sufficiently clarify irregularities within ten (10) days of receiving the clarification letter or a worker files a claim against the contractor or a subcontractor, the Consultant should investigate the claim within ten (10) days of receiving the claim or fifteen (15) days after sending the clarification letter. The Consultant shall keep all documents and records produced from the investigation in a central location. Investigating the irregularity or claim may include, but not be limited to, the following, depending on the size of the project and nature of the irregularity:

1. A more detailed review of the certified payroll records, including, but not limited to a line by line review for all workers of the contractor or subcontractor for which the irregularity has occurred.
2. The Consultant may request the site monitor to conduct additional on-site interviews to interview additional workers of the contractor or subcontractor for which the irregularity has occurred.
3. Audit in accordance with the procedures set forth below.

#### **TASK: AUDIT**

An audit consists of inquiring into the contractor or subcontractor's compliance with applicable labor law requirements. The Consultant must conduct an audit if a contractor does not clarify an irregularity with the payroll records or a worker files a complaint. The Consultant shall complete the audit within thirty (30) days of receiving a worker's complaint or claim or within forty-five (45) days of sending the clarification letter. The Consultant must maintain all records and documents produced from the audit. The following items should be reviewed in the audit:

1. Employment of apprentices, including review of certified payroll records to ensure proper apprenticeship wages are being paid, verification that apprentices hired are certified, verification that the contractor has contributed the proper amount to the apprenticeship training fund, and verification that the proper number of apprentices have been hired.
2. Illegal taking of wages.
3. Detailed review of certified payroll records which may include a line by line review of all weekly certified payroll records to ensure payment of prevailing wages.
4. Assign the site monitor to conduct additional interviews of workers and provide the reports to the Consultant. The Consultant will review certified payroll and compare to site monitors reports to accompany the audit reports.

If upon completion of an audit and investigation, a violation has been found, the Consultant shall notify the City's Labor Compliance Officer within five (5) days of completion of the audit and investigation.

#### **IV. REPORTING**

The Consultant shall assist District staff, if requested, in the preparation of an annual report for the City's governing board and DIR. At minimum, the annual report shall contain the following items:

1. Number of public works contracts awarded using funds derived from the Bond Acts and total value of funds.
2. Summary of wages due to workers resulting from failure by contractors to pay prevailing wage rates.
3. Total amount of money withheld from contract payments.
4. Total amount of money recovered by action in court.
5. Summary of penalties and forfeitures imposed and withheld or recovered in court.
6. Number, description and total value of contracts awarded that were exempt under Labor Code section 1771.5(a). The exemption in Labor Code Section 1771.5(a) allows a school district to exempt certain projects under \$25,000 in value for new construction and \$15,000 for modernization. The exemption ONLY applies the City uses its LCP for all projects, not just projects funded from the Bond Acts. This item does not need to be included in the report if a city is not implementing its LCP for all of the city's projects.

## **V. ENFORCEMENT**

### **TASK: WITHHOLDING OF CONTRACT PAYMENTS**

1. Within ten (10) days of finding a violation of the City's LCP or applicable labor law, the Consultant must calculate the withholding of contract payments. In calculating the withholding, the Consultant must add the amount equal to the underpayment by the contractor with the amount of penalties assessed. The amount equal to underpayment shall be the sum of 1) the difference between the amounts paid to workers and the correct DIR prevailing wage rate determinations; 2) the estimated amounts of illegal taking of wages; and 3) the amount of funds not contributed to the apprenticeship training fund. Penalties assessed shall include up to \$200 per day for each calendar day per worker that is not paid the correct wage and up to \$25 per day for each calendar day a worker is required to work more than 8 hours per day, 40 hours per week and not paid overtime.
2. The Consultant shall send the Notice of Deadlines of Forfeiture to the contractor and DIR within three (3) days after the withholding amount has been calculated.
3. The Consultant shall send a Notice of Withholding of Contract Payments and Notice of Right to Review to the contractor and DIR within ten (10) days of receiving DIR approval of the forfeiture amount.
4. The Consultant shall distribute the forfeited sums within fifteen (15) days after the expiration of the time period for seeking review of the Notice of Withholding of Contract Payments or receipt of the DIR final order, whichever comes first.

END OF EXHIBIT "A"

## EXHIBIT "B"

### COMPENSATION SCHEDULE

#### I. Hourly Rates

POSITION	RATE/HOUR
Carolyn Lay, Senior Labor Compliance Officer	\$75.00
Labor Compliance Specialists (staff)	\$75.00
Clerical Staff	\$25.00

#### II. Not to Exceed Amount Per Project

PROJECT	AMOUNT
City of Rio Dell, Well Development	Total Not to Exceed Amount for this project. \$800.00
City of Rio Dell, Well Installation	Total Not to Exceed Amount for this project. \$800.00

## **EXHIBIT "C"**

### **ALLOWABLE REIMBURSABLE**

NVLCS will be reimbursed for reasonable expenses incurred in conjunction with the project. The items allowable for reimbursement are as follows:

1. Cost of travel to and from job sites, pre-bid conferences, contract signings and labor compliance workshops at a rate of .56 cents per mile.
2. Cost of printing and distributing documentation and reports at 10 cents per copy.
3. Cost of postage, UPS, Federal Express, and other deliveries.
4. Cost of sub-consultants hired by Consultant as approved by the City in advance.
5. Cost of other items as required, with prior approval from the City.

END OF EXHIBIT "C"

## **EXHIBIT "D"**

### **ADDITIONAL SERVICES**

At the request of the City, NVLCS shall perform Additional Services and NVLCS shall be compensated for same as provided in Part II Section 3 a. & c. at the rate established in EXHIBIT "B", which may EXCEED the NOT TO EXCEED value for each project.

1. Preparation for and serving as a witness in connection with any public or private HEARING or arbitration, mediation, disciplinary or enforcement action, or legal proceeding.

*Rio Dell City Hall  
675 Wildwood Avenue  
Rio Dell, CA 95562  
(707) 764-3532  
riodelcity.com*



April 7, 2015

TO: Rio Dell City Council

FROM: Kyle Knopp, City Manager

SUBJECT: Discussion and Possible Action for Review and Approval of Chamber of Commerce Signage on City Property.

IT IS RECOMMENDED THAT THE CITY COUNCIL:

Review and provide direction.

BACKGROUND AND DISCUSSION

Mr. Nick Angeloff will provide a presentation on proposed signage and placement of the signage on city property to enhance traffic to the Chamber of Commerce.

///

*Rio Dell City Hall  
675 Wildwood Avenue  
Rio Dell, CA 95562  
(707) 764-3532  
riodelcity.com*



April 7, 2015

TO: Rio Dell City Council

FROM: Kyle Knopp, City Manager

SUBJECT: Discussion and Possible Action Related to a Presentation on the Draft Rio Dell Community Survey Being Developed by the Chamber of Commerce.

IT IS RECOMMENDED THAT THE CITY COUNCIL:

Receive the presentation and provide input.

BACKGROUND AND DISCUSSION

Ms. Tracy O'Connell will provide a presentation on work she is undergoing to produce a community survey on behalf of the Chamber of Commerce. The survey results will provide important information on the community and will be made available to the city. The survey is still in an early draft form and advice is still being solicited from other community members. The Chamber of Commerce has not yet approved the draft.

This is an opportunity for the council to provide input on the survey. A draft is attached.

///

## **DRAFT Rio Dell Community Survey DRAFT**

*Thank you for taking the community survey, a project of the Rio Dell Scotia Chamber of Commerce, together with other organizations in the area. By answering these questions you'll be helping determine priorities that may be taken in the future concerning area issues and activities.*

### **First, please tell us a bit about yourself:**

1 Your age

Under 21

22-35

36-50

51-65

Over 65

2 Are you or someone in your home permanently disabled? Y N

3 Your gender M/F

4 Your household income (delete per city request)

Under \$20,000/year

\$21,000-\$35,000/year

\$36,000-\$50,000/year

\$51,000 - \$65,000/year

\$66,000-\$80,000/year

Over \$80,000/year

5 Your family size typically living at your current address

1

2-3

4-5

6 or more

6 Do you rent or own your place of residence? Rent/Own

7 What race/ethnicity do you consider yourself to be?

Caucasian

Latino/Hispanic

Asian/Pacific Islander

Native American

African American



Mixed heritage

Other: \_\_\_\_\_

8 What language is primarily spoken in your home?

English

Spanish

An Asian language

A Native American language

Other: \_\_\_\_\_

9 How many children under 18 live at your address?

0

1

2

3 or more

10 Does your family have reliable access to a motor vehicle? Y/N

11 –Has a breadwinner in your family been laid off by the recession, downsizing or company closure in the last five years? Y/N

**Next, please tell us about where you shop. This has to do with how well your needs are met in the local community**

12 How far do you typically travel to buy the following products?

Groceries	0-5 miles	6 – 15 miles	16+ miles	N/A – don't purchase
Gasoline	0-5 miles	6 – 15 miles	16+ miles	N/A – don't purchase
Car repairs/tires	0-5 miles	6 – 15 miles	16+ miles	N/A – don't purchase
Hair cuts/styling	0-5 miles	6 – 15 miles	16+ miles	N/A – don't purchase
Meals in a restaurant	0-5 miles	6 – 15 miles	16+ miles	N/A – don't purchase
Drinks in a bar	0-5 miles	6 – 15 miles	16+ miles	N/A – don't go to bars
Shopping in a thrift store	0-5 miles	6 – 15 miles	16+ miles	N/A – don't purchase
Laundry	0-5 miles	6 – 15 miles	16+ miles	N/A – do laundry at home
Hardware/paint	0-5 miles	6 – 15 miles	16+ miles	N/A – don't purchase
Pharmacy items	0-5 miles	6 – 15 miles	16+ miles	N/A – don't purchase
Adult clothing	0-5 miles	6 – 15 miles	16+ miles	N/A – don't purchase
Children's clothing	0-5 miles	6 – 15 miles	16+ miles	N/A – don't purchase
Shoes	0-5 miles	6 – 15 miles	16+ miles	N/A – don't purchase
Toys/bikes	0-5 miles	6 – 15 miles	16+ miles	N/A – don't purchase
Gardening supplies	0-5 miles	6 – 15 miles	16+ miles	N/A – don't purchase
Banking	0-5 miles	6 – 15 miles	16+ miles	N/A – don't have a bank

13 If you or your family go out of Rio Dell/Scotia to buy these items, rank the primary reason(s) you don't shop locally

Limited choice/selection

Too expensive

Inconvenient hours

Dissatisfied with service, ambiance, clientele

I (or the person doing the shopping) spend a lot of time in another area (working/visiting, etc.) and it's more convenient to shop there

Other \_\_\_\_\_

Other \_\_\_\_\_

Other \_\_\_\_\_

14 If a new retail business or service were to be offered locally, rank your preference for what type it would be (what it would offer, how it would differ from those offered now):

1 \_\_\_\_\_ ]  
2 \_\_\_\_\_  
3 \_\_\_\_\_  
4 \_\_\_\_\_  
5 \_\_\_\_\_

**Next, please tell us what you think community priorities should be in the next 1 – 5 years**

15 Please rank the areas you would most like to see improved or changed. Number 1 for the most important, 2 for the second most important, and so on - don't number those you don't feel are important.

Improving the security of the city's water supply

Improving other city infrastructure

Improving city's financial position

Reducing crime

Bringing new jobs to the region

Bringing new businesses and services to the community

Improving the community's image/physical appearance

Increasing transportation options

Cleaning up neighborhoods (litter, nuisance situations)

Increasing activities for youths/young adults/families

Increasing services to elderly and/or disabled people

Increasing services to low income people

Other: -----

Other: -----

Other: -----

**Next, please tell us what you want to see offered to serve you and your family better**

16 If you think services to young people should be a priority, please rank the types that are most needed with 1 as most important:

Organized team sports (softball, basketball, soccer, etc.)

Individual physical activities (increased sports facilities for pick-up games, place for skateboarding, roller skating, BMX bicycles, swimming, etc.)

Indoor activities (video games/arcade)

Skill classes (chess, language, art, music, crafts)

Organized club (Scouting, 4-H, etc.)

Activity center to meet friends and hang out

Place offering activities such as book clubs, discussion groups, video nights

Other: \_\_\_\_\_

Other: \_\_\_\_\_

I do not think this is a priority

17 If you indicated areas you would like to see additional services for youths, families and young adults, what is the most you would be willing to pay, per hour per child, if fees were needed to supply instruction, materials, supervision, facilities maintenance, etc., in your first or second choice activities?

\$0

\$5 per hour per child

\$10 per hour per child

More than \$10 per hour per child

18 If more services to elderly/disabled are important to you, please indicate how existing services are not adequately meeting your needs?

Location – unable to get transportation to attend

Location – not accessible with my disability

Cost too high

Desired activities not offered

Other: \_\_\_\_\_

Other: \_\_\_\_\_

I do not see this as a priority

19 If you are seeking more services to elderly/disabled people, please prioritize the nature of services you most seek with 1 being the most important:

Health care, general

Health care, specific

Adult day care

Assistance with shopping and errands

Access to entertainment

Social activities

Assistance with daily living  
Assistance with care of home/property/pets  
Other \_\_\_\_\_  
Other: \_\_\_\_\_  
Other: \_\_\_\_\_

20 If you are seeking more services to low-income people and families, please prioritize the nature of services desired, not covered by existing ones (food pantry, Food for People, brown bag lunches, clothes closet, Community Resource Center)

Help with low-cost home repair and maintenance  
Help with low-cost child care  
Help with low-cost transportation  
Help with budgeting and financial management  
Other \_\_\_\_\_  
Other \_\_\_\_\_  
Other \_\_\_\_\_

21 How do you get local news about the community? Rank the order with 1 the most important

The City of Rio Dell website  
Relevant Facebook pages (library, fire department, etc.)  
Traditional media (television, newspaper, etc.)  
Online media (Lost Coast Outpost, online versions of traditional media)  
Community access TV  
The City of Rio Dell newsletter (mailed to homes several times/year)  
The Chamber of Commerce/Resource Center newsletter (free in local stores monthly)  
Word of mouth  
Fliers posted around town about meetings and events  
Other: \_\_\_\_\_ -

**Here's some things the library would like to know to serve you better:**

22 – How often do you typically visit the Rio Dell Public Library?

Once a week or more  
Once a month  
A few times a year  
Never

23 –Rank the reasons you use the library with 1 being the most common

To use the internet  
To do homework, research  
To attend programs and events  
To read in general  
To read magazines, newspapers

To volunteer  
To borrow movies- on DVD  
To borrow movies on VHS  
To borrow music CDs  
To borrow reading material-  
To get help from a librarian  
Other: \_\_\_\_\_  
I do not use the Rio Dell library

24 – If you indicated borrowing reading material, please rank the types you/your family most often check out with 1 being the most common:

Fiction  
Nonfiction  
Young adult books  
Children's books  
Magazines  
None of these are needed

25 – What could the library do better to serve the public – Please rank with 1 being the most important?

More computers  
More magazines  
More books to check out- please specify what type  
More music to check out  
More interesting library programs and events  
More movies to check out  
An art gallery  
Extended library hours  
Other: -----  
None of these are needed

26 – What library events are you most interested in seeing more of? Please rank with 1 being first

Book clubs/discussions  
Creative writing workshops  
Musical events  
Storytimes-please specify English, Spanish, Bilingual, ages 0-5 or older  
Crafts  
Other: \_\_\_\_\_  
I do not see a need for more programs

27 – If you indicated a need for events in question #25, please rank the importance of their serving these various groups with 1 being most important:

Adults  
Children

Teens/young adults  
None of these are needed

28 – If you indicated a need for more events in question # 25, please rank the importance of their serving these various groups with 2 being most important:

English language  
Spanish  
Bi-lingual English/Spanish  
Other language: \_\_\_\_\_  
None of these are needed

29 – How do you usually find out about library programs?

Flyers in the library  
Flyers around town  
Library website  
Rio Dell library Facebook page  
Through school  
From friends  
Local paper  
Other: \_\_\_\_\_

**What else would you like to say about any of the topics in this survey?**

30 Please supply your name and contact information (optional) if you would like someone to contact you to discuss these ideas further, or to be considered for a committee to bring some ideas to life.

Name ----- Phone -----  
Email -----

Yes, I want to help, contact me;

Please contact me about the services the community now offers

*Rio Dell City Hall  
675 Wildwood Avenue  
Rio Dell, CA 95562  
(707) 764-3532  
riodellcity.com*



April 7, 2015

TO: Rio Dell City Council

FROM: Kyle Knopp, City Manager

SUBJECT: Discussion and Possible Action Awarding Bid for Metropolitan Well Site Monitoring Wells.

IT IS RECOMMENDED THAT THE CITY COUNCIL:

Award the Metropolitan Well Site Monitoring Wells project to ABC Liovin Drilling Inc. of Signal Hill, California in the amount of \$19,800 and authorize the City Manager to sign the Notice of Award and Contract Agreement once the contractor has provided the required bonds and insurance, and establish a construction budget of \$19,800.

Alternative:

Reject the current bid and direct staff to reissue the RFP.

BACKGROUND AND DISCUSSION

At the March 17, 2015 City Council Meeting, approval was given to proceed to an RFP process for the Metropolitan Wells site project for well rehabilitation. The State of California has required that three monitoring wells be established at the site in order to monitor potential groundwater pollution. At the recommendation of the City Engineer, the City Manager directed that the overall well rehabilitation process be broken into two separate RFP's, one for the rehabilitation of the water producing wells, and one for the installation of the monitoring wells. This was done because the two types of well work needing to be done differed from each other to such a degree that it was believed a separate bidding process would develop better and more responsive bids for both projects. RFP's were issued following the March 17, 2015 Council meeting and distributed via the Times Standard on two occasions (as required by the Public Contracting Code) and posted at the Humboldt Builders Exchange, North Coast Builders Exchange and the Shasta Builders Exchange.

The Bid opening for the Monitoring Wells Project was on Thursday April 2nd. Only one bid was received for the project. The bid for the project was \$19,800 which was approximately \$1,800 more than the engineer's estimate of \$18,000 for the project, including mobilization/demobilization costs.

The following table shows the Construction project budget, including project components and anticipated budget for each component:

**Anticipated Project Budget**

<b>Project Component</b>	<b>Budget Amount</b>
Recommended Construction Contract Amount	\$19,800
Construction Contingency	\$1,000
<b>Total Construction Budget</b>	<b>\$20,800</b>

Staff has reviewed ABC Liovin Drilling Inc.'s Bid and their bid appears to be responsive. We have reviewed their license, Department of Industrial Relations registration and bonding information and it appears to be current and up to date.

Therefore, we recommend that the City proceed to award the Metropolitan Monitoring Well Installation Project to ABC Liovin Drilling Inc. at the next regularly scheduled council meeting and authorize the City Manager to sign the attached Notice of Award and sign the contract once the contractor has furnished the required bonds and evidence of insurance.

Assuming the project is awarded at on April 7<sup>th</sup>, the anticipated schedule for construction is as follows:

- Council to Award 4/7
- Notice of Award 4/8
- Bonds, Insurance and Agreement from Contractor Due 4/14 (7 days allowed)
- City to Sign Contract Agreement 4/20 (7 days allowed from receipt of Agreement, Bonds and Insurance)
- Hold Preconstruction Meeting and Issue Notice to Proceed 4/20
- Start Construction 4/29 (10 days allowed from Notice to Proceed)
- End Construction 5/19 (21 days allowed)

///



### BIDDERS' CHECKLIST

This checklist has been prepared and furnished to aid bidders in including all necessary supporting information with their bid. Bidders' submittals should include, but are not limited to the following:

<u>ITEM</u>	<u>CHECKED</u>
1. Bid Proposal	<u>✓</u>
2. Acknowledgement of Addenda	<u>none</u>
3. List of Subcontractors (Subcontractor Details)	<u>✓</u>
4. Non Collusion Affidavit	<u>✓</u>

BID

Proposal of ABC Livin Drilling Inc  
(hereinafter called "Bidder"), organized and existing under the laws of the State of California,  
doing business as Corporation.

To the City of Rio Dell, (hereinafter called "Owner").

In compliance with your Advertisement for Bids, Bidder hereby proposes to perform all work for the Metropolitan Monitoring Well Installation in strict accordance with the Contract Documents, within the time set forth therein, and at the prices stated below.

In the event of a difference between a price quoted in words and a price quoted in figures for the same quotation, the words shall be the amount bid. In the event that the product of a unit price and an estimated quantity does not equal the extended amount quoted, the unit price shall govern and the corrected product of the unit price and the estimated quantity shall be deemed to be the amount bid. If the sum of two or more items in a bidding schedule does not equal the total amounts quoted, the individual items amounts shall govern and the corrected total shall be deemed to be the amount bid.

By submission of this bid, each bidder certifies, and in the case of a joint bid, each party certifies as to his own organization, that his bid has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this bid with any other bidder or with any competitor.

Bidder hereby agrees to commence work under this Contract on or before a date to be specified in the Notice to Proceed and to fully complete the project and pay the liquidated damages as provided in Articles III and IV of the General Conditions.

\*Insert "a corporation," "a partnership," or "an individual" as applicable.

# BID PROPOSAL

Bidder agrees to perform all the work described in the Contract Documents for the following unit prices or lump sum. NOTE: Bids shall include sales tax and all other applicable taxes and fees.

## BASE BID SCHEDULE

Item No.	Description	Est. Qty.	Unit	Unit Cost	Total
1	Mobilization/Demobilization and Site Cleanup	1	LS	\$6000 <sup>00</sup>	\$6000 <sup>00</sup>
2	Drill Bore Hole (3 holes up to 85 feet each	255	per ft	\$40 <sup>00</sup>	\$10,200 <sup>00</sup>
3	Install Groundwater Monitoring Well 3 wells up to 80 feet depth each	240	per ft	\$10 <sup>00</sup>	\$2,400 <sup>00</sup>
4	Install Well Box and Expandable Well Plug	3	EA	\$400 <sup>00</sup>	\$1,200 <sup>00</sup>

TOTAL OF BASE BID (use numerals)(\$ 19,800<sup>00</sup>)

TOTAL OF BASE BID Nineteen thousand eight hundred dollars  
(use words)

Receipt of the following Addendum is acknowledged:

n/a

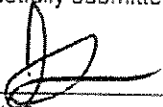
Low Bidder shall be determined based on the TOTAL BID

Date work can be completed, assuming notice to proceed received on April 20, 2015:

April 27, 2015

The representations made herein are made under penalty of perjury.

Respectfully submitted:

  
Signature

President  
Title

3/31/2015  
Date

C-57 #422904  
CA License Number

1000002851  
Department of Industrial Relations Registration No.

9-30-2016  
License Expiration Date

(SEAL - If Bid is by Corporation)

### SUBCONTRACTOR DETAILS

The bidder certifies that:

- A. ☒ I do not intend to subcontract any work on this project.
- B. ☐ I do intend to subcontract portions of the work on this project.

NOTE: The bidder shall check box A or box B. If the bidder does not check a box, it will be deemed that he has checked box A.

If awarded the Contract, the bidder proposes to employ the following subcontractors who will perform work or labor or render service to the bidder in or about the work in an amount in excess of one-half of one percent (0.5%) of the total amount of Bidder's proposal. If no subcontract work is proposed, except within the one-half of one percent (0.5%) limit set forth, the Bidder shall so state.

NAME AND ADDRESS OF SUBCONTRACTOR	DESCRIPTION OF WORK TO BE SUBCONTRACTED	SUBCONTRACTOR'S CA LICENSE NO.	SUBCONTRACTOR'S DEPT OF INDUSTRIAL RELATIONS REGISTRATION NO.

( PAGE NOT USED)

NON COLLUSION AFFIDAVIT TO BE EXECUTED  
BY BIDDER AND SUBMITTED WITH BID  
(Public Contract Code 7106)

State of California  
County of Los Angeles  
City of Signal Hill  
The undersigned declares:

Ivan Liovin  
President of ABC Liovin Drilling, being first duly sworn, deposes and says that he ~~or she~~ is the party making the foregoing bid. The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

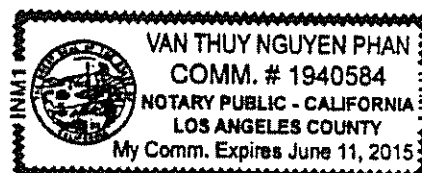
I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

By [Signature]

Subscribed and sworn to before me on march 31, 2015  
(date)

[Signature]  
(Notary Public)

(SEAL)



# Jurat

State of California

County of Los Angeles

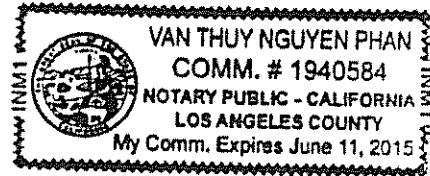
Subscribed and sworn to (or affirmed) before me on this 31 day of March,

20 15 by Ivan Liovin

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature

(Notary seal)



## OPTIONAL INFORMATION

### DESCRIPTION OF THE ATTACHED DOCUMENT

City of Rio Dell - Metropolitan Monitoring Well

(Title or description of attached document)

Installation Non Collusion Affidavit

(Title or description of attached document continued)

Number of Pages \_\_\_\_\_ Document Date \_\_\_\_\_

(Additional information)

Example of an oath or affirmation to be asked by the notary prior to signing: "Do you swear or affirm that the statements made in the attached document are true to the best of your knowledge?" (The affiant must reply affirmatively.)

### INSTRUCTIONS FOR COMPLETING THIS FORM

*The wording of all Jurats completed in California after January 1, 2008 must be in the form as set forth within this Jurat. There are no exceptions. If a Jurat to be completed does not follow this form, the notary must correct the verbiage by using a jurat stamp containing the correct wording or attaching a separate jurat form such as this one which does contain proper wording. In addition, the notary must require an oath or affirmation from the document signer regarding the truthfulness of the contents of the document. The document must be signed AFTER the oath or affirmation. If the document was previously signed, it must be re-signed in front of the notary public during the jurat process.*

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the jurat process is completed.
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Signature of the notary public must match the signature on file with the office of the county clerk.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different jurat form.
  - ❖ Additional information is not required but could help to ensure this jurat is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
- Securely attach this document to the signed document



( PAGE NOT USED)

*Rio Dell City Hall  
675 Wildwood Avenue  
Rio Dell, CA 95562  
(707) 764-3532  
riodelcity.com*



April 7, 2015

TO: Rio Dell City Council

FROM: Kyle Knopp, City Manager

SUBJECT: Discussion and Possible to Authorize the City Manager to Select a Well Developing Contractor for the Metropolitan Well Site Rehabilitation Project.

IT IS RECOMMENDED THAT THE CITY COUNCIL:

Authorize the City Manager to select a well developing contractor to rehabilitate the wells at the Metropolitan Well Site.

BACKGROUND AND DISCUSSION

The City's Metropolitan Well Site ceased to be a supplier of the City's water needs approximately ten years ago. The site is now the focus of an emergency water supply for the city in the event of a failure of the city's only other source of water, an infiltration gallery located on the Eel River. Current drought conditions are record-breaking and raise the possibility of a catastrophic water shortage. The well sites have not been used for approximately 10 years and the facilities have degraded to the point that they need major rehabilitation or replacement with new wells. The first step in developing an emergency second source of water is to select a contractor for the Metropolitan site to tap its potential.

At its March 17, 2015 meeting, the City Council authorized staff to proceed to RFP for the well site redevelopment project. A separate RFP was issued for the drilling of required monitoring wells surrounding the site, in the hopes that more responsive and responsible bidders could be attracted.

The Bid opening for the City of Rio Dell Metropolitan Well Redevelopment Project was on Thursday April 2nd. No bids were received for the project. The project was advertised for bid in the Times Standard on two occasions (as required by the Public Contracting Code) and posted at the Humboldt Builders Exchange, North Coast Builders Exchange and the Shasta Builders Exchange. As the City has formally bid the project per the Rio Dell Municipal Code and California Public Contracting Code (Sections 22030 through 22045) the City may select a contractor to complete the work.

///



---

675 Wildwood Avenue  
Rio Dell, CA 95562  
(707) 764-3532  
(707) 764-5480 (fax)  
E-mail: [cm@riodellcity.com](mailto:cm@riodellcity.com)

**CITY OF RIO DELL  
STAFF REPORT  
CITY COUNCIL AGENDA  
April 7, 2015**

TO: Mayor and Members of the City Council

THROUGH: Kyle Knopp, City Manager *[Signature]*

FROM: Brooke Woodcox, Finance Director *[Signature]*

DATE: April 7, 2015

SUBJECT: **Ordinance No. 332-2015 Amending Section 13.10.241 Rio Dell Municipal Code Related to Property Lien Assessments for Delinquent Sewer Accounts**

**RECOMMENDATION**

1. Receive staff's report regarding the proposed text amendment; and
2. Open the public hearing, receive public input, and deliberate; and
3. Introduce (first reading) Ordinance No. 332-2015 amending Chapter 13.10 Sewer Rates and Regulations, Section 241 Discontinuance of Service for Nonpayment for Customers Without Water Service

**BACKGROUND AND DISCUSSION**

On February 3, 2015 at a regularly scheduled Council meeting Ordinance 332-2015 was approved which permits lien assessment for delinquent sewer accounts where water isn't subscribed to as well. The Ordinance was in response to Resolution 1253-2014 that specifies a monthly wastewater base rate is to be charged to every residence and commercial account regardless of use. Prior to the adoption of Ordinance 332-2015 the City lacked leverage to collect on sewer-only accounts as they became due.

Ordinance 322-2015 states that "...the City may initiate proceedings to have such delinquent charges, roll change costs, and *the next 12 months of sewer service...* to become a lien against the property." As a precaution, staff contacted legal counsel prior to issuing lien assessments.

Counsel concluded that liens can only be assessed to the extent of delinquent charges and penalties, and *cannot be assessed for twelve months advance charges*. An amendment to Ordinance 332-2015 is necessary in light of the newly discovered facts.

The amendment to Ordinance 332-2015 removes the language "*and the next 12 months service*" as originally adopted and allows for property liens for sewer accounts to be placed only to the extent of delinquent charges, penalties, and roll change costs.

#### ATTACHMENTS

- Resolution 1259-2015 Amending Ordinance 332-2015
- Copy of Resolution 1253-2014 Wastewater Fees and Charges for Wastewater Customers Pursuant to Ordinance 322-2014
- Minutes of January 20, 2015 meeting First Reading of Ordinance 332-2015
- Minutes of February 3, 2015 meeting Second Reading of Ordinance 332-2015



**RESOLUTION NO. 1259-2015  
AMENDMENT TO ORDINANCE 332-2015  
PROPERTY TAX LIENS FOR NONPAYMENT OF DELINQUENT  
SEWER BILLS FOR CUSTOMERS THAT DO NOT SUBSCRIBE  
TO WATER SERVICE, AND A MEANS OF COLLECTING  
THE DELINQUENT CHARGES ON THE PROPERTY TAX BILL**

**WHEREAS:** The City of Rio Dell Municipal Code Section 13.10.240 provides that the Department of Public Works has the right to discontinue water service to any customer that is delinquent in the payment of his sewer bill, and

**WHEREAS:** There is no provision in the City of Rio Dell Municipal Code to discontinue sewer service to a customer that is delinquent in the payment of his bill, but does not subscribe to City water service, and

**WHEREAS:** The City of Rio Dell is in need of an incentive and procedure to effect the collection of delinquent sewer bills from customers that use sewer services, but are habitually delinquent in paying for the service and suffer no consequence, and

**WHEREAS:** Government Code Section 54348 provides for the maximum penalty for delinquent utility services, and

**WHEREAS:** Government Code Sections 54354-54357 gives local agencies the authority to place a lien on property for delinquent utility charges and penalties.

**NOW THEREFORE, BE IT RESOLVED** that this Resolution amends Ordinance 332-2015, Chapter 13.10, Section 241 of the Rio Dell Municipal Code regarding the establishment of property tax liens for nonpayment of delinquent sewer bills for customers that do not subscribe to water service, and provides a means of collecting delinquent charges on the property tax bill. The City Council of the City of Rio Dell does hereby ordain as follows:

AMEND section 13.10.241 as follows:

**13.10.241 DISCONTINUANCE OF SERVICE FOR NONPAYMENT FOR CUSTOMERS WITHOUT  
WATER SERVICE**

In the event that any non-water account customer shall be delinquent in the payment of his or her sewer bill twice in succession or three times in a 12 month period, the City may initiate

proceedings to have such delinquent charges, late penalties, and roll change costs and the next 12 months of sewer service (figured on a flat rate based on the average residential usage in the City) lump sum assessed against the real property or premises where the service is provided to become a lien against the property.

The lien shall be turned over to the County Assessor who shall enter the lien on the assessment rolls as a special assessment, thereafter to be collected at the same time and in the same manner as ordinary municipal taxes, to be subject to the same penalties and procedures under foreclosure and sale as provided by the Government Code and as provided for ordinary municipal taxes.

I HEREBY CERTIFY that the foregoing Amendment was duly introduced at a regular meeting of the City Council of the City of Rio Dell on April 7, 2015, and furthermore was passed, approved and adopted at a regular meeting of the City Council of the City of Rio Dell on the Seventh day of April 2015 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

---

Frank Wilson, Mayor

ATTEST:

I, Karen Dunham, City Clerk for the City of Rio Dell, State of California, hereby certify that the above and foregoing to be a full, true and correct copy of the Amendment to Municipal Code 13.10.241 adopted by the City of Rio Dell on April 7, 2015.

---

Karen Dunham, City Clerk, City of Rio Dell

RESOLUTION NO. 1253-2015

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIO DELL RESTATING  
WASTEWATER FEES AND CHARGES FOR WASTEWATER CUSTOMERS  
PURSUANT TO ORDINANCE NO. 322-2014

WHEREAS, the City of Rio Dell is authorized by the California Constitution and the California Code to charge fees to cover expenses for the services it provides; and

WHEREAS, the City Council of the City of Rio Dell did adopt Ordinance No. 322-2014 that allows for sewer rates and charges to be modified by resolution of the City Council to provide for future changes; and

WHEREAS, Ordinance No. 322-2014 deemed reasonable and authorizes the Council for the City of Rio Dell to fix charges to pay for expenses to be incurred by the wastewater department. The expenses to be paid include: (a) salaries, office expenses and other necessary disbursements; (b) the operation expenses of the utility; (c) provisions for the appropriate funds for repairs, replacements or betterments; and

WHEREAS, all wastewater system connections, once purchased, place a demand on the capacity of the treatment and collection system for processing and treat possible effluent whether in service or not; and

WHEREAS, the City Council of the City of Rio Dell has held public meetings pursuant to Proposition 218 to discuss the need for an increase in wastewater rates and charges; and

WHEREAS, the City has entered into a funding agreement for construction of a \$12.6 million Sewer Plant and Effluent Disposal Project with the State Water Resources Control Board, and the City must earmark funds for the repayment of the loan.

**NOW, THEREFORE BE IT RESOLVED** that this Resolution establishes and fixes wastewater service rates and charges for residential, commercial and institutional customers and replaces the wastewater rates and previously set by Ordinance or Resolution. Wastewater rates shall include a fixed minimum charge in addition to volume rates based on winter water consumption. Wastewater rates shall meet the following conditions:

- 1) Sewer Bills. Sewer bills are based on consumption but in no case are sewer bills less than the fixed/minimum service charge that is applied to the sewer bill for an equivalent dwelling unit (EDU).
- 2) Definition of Consumption. "Consumption" shall mean a three month average of winter water use as measured and recorded at the water meter serving the same parcel or premise receiving sewer service for the months of December, January, and February. The City Manager or his designee is authorized to make adjustments to customer winter water consumption due to any of the following conditions:

Vacancy: If the water consumption readings for the three winter months indicate that the premise being served sewer service was vacant during a portion of the three winter months, the City is authorized to average the water consumption for the period the premise appeared to be occupied.

Irregularity: The City is authorized to eliminate from the calculation water readings which are clearly not representative of average monthly water use when compared to water readings for two of the three months.

New Residential Account: New residential accounts will be billed based on the city-wide residential average of 5ccf until a usage history is established.

New Commercial Account: New commercial accounts at existing locations will be billed based on prior occupant's water consumption unless the new commercial operation is significantly different from the previous commercial operation.

- 3) **Water Consumption Measurements.** Water consumption is measured in units of one hundred cubic feet (ccf). One ccf equals 748 gallons.
- 4) **Winter Water Consumption Rate.** Each unit of winter water consumption is billed at the volume rate for the customer category/group. Sewer fixed minimum charges and volume rates are presented in the table below:

**Sewer Fees and charges per Equivalent Dwelling Unit:**

Customer class	Customer Class Description	Minimum Monthly (Fixed) Sewer Service Charge	Volume Rate (per ccf of winter water use)
Low Strength	See Exhibit A	\$47.01 per EDU	\$3.29 per ccf
Domestic Strength	See Exhibit A	\$47.01 per EDU	\$4.11 per ccf
Medium Strength	See Exhibit A	\$47.01 per EDU	\$6.17 per ccf
High Strength	See Exhibit A	\$47.01 per EDU	\$7.19 per ccf

EDU – equivalent dwelling unit

Ccf – hundred cubic feet

- 5) **Residential Water Consumption Maximum.** Single family residential and multifamily residential customers shall not be billed for monthly winter water consumption in excess of 15 units.
- 6) **Customer Categories/Groups.** Sewer customers are classified as low strength, domestic strength, medium strength, and high strength based on the content and strength of the discharge as established by industrial standards and California State Water Resources Control Board guidelines and as determined by the City Engineer.
- 7) **There shall be a new service connection fee of \$5,220 required for each individual dwelling, residence, building, or separate service to any multiple use consumer on any parcel or parcels under the same ownership. The fee shall be levied in addition to any actual costs by the City to provide the new service and shall be received into the sewer capital fund for the purpose of capital expenditures.**



**BE IT RESOLVED** that rates will be adjusted for inflation each year, based on the Bureau of Labor Statistics, Consumer Price Index for all Urban Consumers, and effective July 1 of each fiscal year. The month of comparison from the index shall be the preceding January; and

**BE IT FURTHER RESOLVED** that these fees and charges apply to all connections to the City of Rio Dell's wastewater collection and treatment system, once they are purchased from the City, without regard to the actual status of the connection or if the premises are occupied or unoccupied; and

**PASSED AND ADOPTED** by the City Council of the City of Rio Dell on February 3, 2015 by the following vote:

Ayes:

Noes:

Abstain:

Absent:

---

Frank Wilson, Mayor

ATTEST:

I, Karen Dunham, City Clerk for the City of Rio Dell, State of California, hereby certify the above to be a full, true and correct copy of Resolution No. 1253-2015 adopted by the City Council of the City of Rio Dell on February 3, 2015.

---

Karen Dunham, City Clerk

## Exhibit A

### Strength Classifications into Low, Domestic, Medium, and High Strength Dischargers

Low Strength	<ul style="list-style-type: none"> <li>Banks &amp; Financial Institutions</li> <li>Barber Shops</li> <li>Hair Salon (hair cutting only)</li> <li>Dry Cleaners</li> <li>Laundromats</li> <li>Offices - Business and Professional</li> <li>Offices - Medical/Dental (without surgery)</li> <li>Post Offices</li> <li>Retail Stores</li> <li>Schools without cafeteria</li> <li>Car Wash</li> </ul>
Domestic Strength	<ul style="list-style-type: none"> <li>Residential - All</li> <li>Appliance Repair</li> <li>Auto Dealers - without Service Facilities</li> <li>Nail Salons</li> <li>Pet Groomers</li> <li>Pets &amp; Veterinary (without surgery)</li> <li>Camp Ground or RV Park</li> <li>Churches, Halls &amp; Lodges</li> <li>Fire Stations</li> <li>Hotels, Motels, B&amp;Bs, and Vacation Rentals (W/O restaurant)</li> <li>Libraries</li> <li>Rest Homes</li> <li>Shoe Repair Shops</li> <li>Theaters</li> <li>Warehouses</li> <li>Car Washes - Self Service</li> <li>High Tech Medical Manufacturing</li> <li>Light Manufacturing/Industrial</li> <li>Mobile Home Park</li> <li>Gas Station</li> <li>Gym or Health Club</li> <li>Schools with cafeteria</li> <li>Auto Dealers - with Service Facilities</li> <li>Machine Shops</li> <li>Service Stations, Garages, Auto Repair Shops</li> </ul>
Medium Strength	<ul style="list-style-type: none"> <li>Laundries - with Dish Washer &amp; Garbage Disposal</li> <li>Coffee Shops - W/O Dish Washer &amp; Garbage Disposal</li> <li>Mini Marts - W/O Dish Washer &amp; Garbage Disposal</li> <li>Mini Mart with Gas Pumps - W/O Dish Washer &amp; Garbage Disposal</li> <li>Catering - W/O Dish Washer &amp; Garbage Disposal</li> <li>Hotel/Motel with Restaurant</li> <li>Beauty Shops (hair cutting w/additional treatments)</li> <li>Hospitals - General, Convalescent &amp; Veterinarian</li> <li>Medical Offices - with Surgery</li> <li>Dental Offices</li> </ul>
High Strength	<ul style="list-style-type: none"> <li>Restaurants - with Dish Washer or Garbage Disposal</li> <li>Coffee Shops - with Dish Washer or Garbage Disposal</li> <li>Catering - with Dish Washer or Garbage Disposal</li> <li>Bakeries</li> <li>Butcher Shops</li> <li>Fish Market/Shop</li> <li>Markets - with Dish Washer or Garbage Disposal</li> <li>Markets - with Bakeries or Butcher Shops</li> <li>Mini Marts - with Dish Washer or Garbage Disposal</li> <li>Wineries</li> <li>Cheese Makers</li> <li>Dairy Products (milk producers, yogurt, ice cream maker)</li> <li>Specialty Foods Manufacturing (e.g., olive oil maker)</li> <li>Ice Cream Shop</li> <li>Tasting Rooms</li> <li>Spa with Various Beauty Treatments</li> <li>Funeral Homes/ Mortuary</li> </ul>

**ORDINANCES/SPECIAL RESOLUTIONS/PUBLIC HEARINGS**

Adopt Resolution No. 1250-2015 Authorizing the Update of Signers on all US Bank Accounts  
Finance Director Woodcox provided a staff report and said the City's signature cards on the US Bank accounts need to be updated to include the current City Manager, Mayor and Mayor Pro Tem as well as updating the Finance Director as the authorized representative allowed to access the accounts and to make transfers between the three US Bank accounts including the General checking account, the Payroll account and the CDBG account.

Councilmember Thompson noted that Councilmember Garnes and Marks were not included on the list of authorized signers.

Finance Director Woodcox explained in 2011, the Council authorized two additional signers to the accounts for a total of six because of difficulties encountered in acquiring the two required signatures on checks but staff felt that six signers is sufficient and as new councilmembers, they may not want to have that responsibility.

Councilmember Johnson asked if the update will require new signers going to the bank.

City Clerk Dunham indicated the form was in the office and ready for signatures.

Motion was made by Garnes/Marks to approve Resolution No. 1115-2015 *Authorizing the Update of Signature Cards on all U.S. Bank Accounts*. Motion carried 5-0.

Introduction and First Reading (by title only) of Ordinance No. 331-2015 Amending the Definition of Inoperative Vehicle, Section 8.15.020 of the Rio Dell Municipal Code (RDMC)  
City Manager Knopp stated that staff had requested this item be removed from the agenda to allow for minor revision before introduction and first reading.

Introduction and First Reading (by title only) of Ordinance No. 332-2015 amending Section 13.10.240 and Adding Section 1310.241 to the Rio Dell Municipal Code (RDMC) Related to Delinquent Sewer Accounts

Finance Director Woodcox provided a staff report and stated that an amendment is needed to assist staff in managing the collection of delinquent sewer accounts that do not subscribe to water service since the City lacks any leverage to collect on these account as they become past due. She said the amended language will allow past due sewer accounts and prospective amounts to be turned over to the County Assessor to place as a lien against the property and collected with municipal taxes. She noted that the amendment will allow collection of sewer charges 12 months in advance in addition to past due charges and will also make it possible to collect on accounts when there is a change in ownership as the lien amounts will be prorated to the responsible party prior to the sale of the property.

She indicated that there are currently about 20 delinquent sewer accounts: five of which are on homes in foreclosure.

Councilmember Thompson asked if staff will have to go to court to file the liens.

Finance Director Woodcox explained that she spoke to Joe Mellett from the Auditor's office who informed her that the delinquent accounts can be submitted with a letter from the City citing the California Government Code section that authorizes the action, the assessor parcel number and amount and they will be placed as a lien on the property. She noted that the accounts can be submitted once a year for a very minimal cost and if they are submitted during other times of the year the fee will be \$15.00 per account. She said she will be setting it up for submittal to the Assessor at the beginning of each tax year.

Councilmember Johnson questioned the fees and penalties assessed on delinquent accounts.

Finance Director Woodcox said currently past due utility accounts are assessed a 10% penalty per month and the maximum penalty that can be assessed is 12%.

Mayor Wilson asked if the 12 month advance billing for sewer account is proposed for all sewer only accounts or just on delinquent accounts.

Finance Director Woodcox stated it would apply to all delinquent accounts past 3 months.

Councilmember Garnes asked if the reason for the delinquency is because no one is living in the residence.

Finance Director Woodcox said that generally the delinquencies are related to vacant properties.

Councilmember Garnes then asked if customers are required to pay for a sewer connection when they purchase a home.

Finance Director Woodcox explained that the connection fees are paid at the time of construction.

Councilmember Garnes questioned why someone would be required to pay for a sewer service if they are not using it.

Finance Director Woodcox explained that when the wastewater rate study was done, the rates were based on total wastewater connections to the collection and treatment system without regard to the actual status of the connection or if the premises were occupied or unoccupied. She noted that the rates were established to meet a certain dollar amount to maintain the sewer system.

Councilmember Thompson referred to the 1978 Sewer Bond Assessment that will terminate in 2018 and said each individual connection at the time of the assessment including services to a garage or guest house were assessed and those residents are paying for a second connection even

though it may no longer be activated. The same theory was used in determining the number of connections for the wastewater rate study.

A public hearing was opened to receive public comment on the proposed ordinance amendment.

Nick Angeloff asked if it will become an issue when the water rate study is done so customers will also be charged a standby fee for water when it is not being used.

City Manager Knopp stated that it is unknown at this time if there will be any additional fees or charges related to water and water rates is an issue the Council hopes to make progress on over the next 6 months.

Mayor Wilson asked for clarification on who is primarily being affected by this action.

He clarified that the primary customers affected aren't those that are simply refusing to pay because they know the City can't disconnect their sewer service but the majority of the delinquent accounts are related to vacant properties with no water service so there is no incentive for them to pay for the standby sewer charge.

There being no further public comment, the public hearing closed.

Mayor Wilson asked if the lien will be satisfied with the sale of the property.

Finance Director Woodcox pointed out that the lien will show on the property tax bill and collected in the same manner the taxes are collected. She pointed out that this process was initiated by the former City Manager and when he left, he passed it on to her to complete.

Motion was made by Thompson/Johnson to introduce and conduct first reading (by title only) of *Ordinance No. 332-2015 Amending Section 13.10.240 and Adding Section 13.10.241 to the Rio Dell Municipal Code Related to Delinquent Sewer Accounts* and to continue the second reading, consideration and adoption of the proposed Ordinance to the meeting of February 3, 2015. Motion carried 5-0.

## REPORTS/STAFF COMMUNICATIONS

City Manager Knopp reported on recent activities and events and reiterated that he had made significant progress with staff on the health insurance plan which represents a cost savings for the City and said he will be bringing a detailed report back to the Council at the next meeting for approval.

Second Reading (by title only) and Adoption of Ordinance No. 332-2015 Amending Section 13.10.240 and Adding Section 1310.241 to the Rio Dell Municipal Code (RDMC) Related to Delinquent Sewer Accounts

Finance Director Woodcox provided a staff report and said staff is recommending the adoption of Ordinance No. 332-2015 amending the Rio Dell Municipal Code (RDMC) related to collection of delinquent sewer accounts. She explained what has been happening with the new sewer rate structure is that several of the sewer customers that don't also have water service (as many as 20) are letting those bills go unpaid and the City doesn't have any leverage to collect on these accounts as they become past due. She said the amended language will allow past due sewer accounts and prospective amounts to be turned over to the County Assessor to place as a lien against the property and collected with municipal taxes. She noted that the amendment will allow collection of sewer charges 12 months in advance in addition to past due charges and will also make it possible to collect on accounts when there is a change in ownership as the lien amounts will be prorated to the responsible party prior to the sale of the property.

Councilmember Johnson asked the dollar amount of the delinquent accounts.

Finance Director Woodcox estimated total delinquent sewer account to be in the range of \$4,000-\$5,000 to date.

A public hearing was opened to receive public comment on the ordinance. There being no public comment, the public hearing closed.

Motion was made by Johnson Marks to conduct second reading (by title only) and adopt *Ordinance No. 332-2015 Amending Section 13.10.240 and Adding Section 1310.241 to the Rio Dell Municipal Code (RDMC) Related to Delinquent Sewer Accounts*. Motion carried 4-1.

Introduction and First Reading (by title only) of Ordinance No. 333-2015 Amending Chapter 2.55, Commissions, Committees, Boards, Agencies and Task Forces, and Section 10.05.100, Traffic Committee of the Rio Dell Municipal Code (RDMC)

City Manager Knopp provided a staff report and explained this ordinance amendment relates to Title 2, *Administration and Personnel* of the Rio Dell Municipal Code (RDMC). He said upon the recent establishment of the Nuisance Committee, staff discovered that the Nuisance Committee was not identified as one of the committees in Chapter 2.55 of the RDMC. In addition to that omission, staff discovered other inconsistencies and omissions including reference to the CDBG Committee under Section 2.55.010; inconsistent provisions of the Traffic Committee found in Chapter 10.5; the Nuisance Hearing Committee not identified; the Wildwood Avenue Sculpture Committee not identified; and that the CDBG provisions are not consistent with the City's adopted guidelines.

He said as such, staff is recommending Chapter 2.55 be amended to accurately reflect the composition and responsibilities of the various commissions, committees, boards, agencies and

Rio Dell City Hall  
675 Wildwood Avenue  
Rio Dell, CA 95562  
(707) 764-3532  
riodelcity.com



April 7, 2015

TO: Rio Dell City Council

FROM: Kyle Knopp, City Manager

SUBJECT: Discussion and Possible Action Approving Resolution 1260-2015 Transferring \$850.00 from the General Fund Contingencies Line Item to the City's Anniversary Fund for Celebration of the City's 50<sup>th</sup> Anniversary During the Annual Wildwood Days Celebration.

IT IS RECOMMENDED THAT THE CITY COUNCIL:

Approve Resolution 1260-2015.

BACKGROUND AND DISCUSSION

2015 marks the 50<sup>th</sup> anniversary of Rio Dell's incorporation. The City has formed a 50<sup>th</sup> Anniversary Ad Hoc committee composed of Mayor Frank Wilson and Councilmember Debra Gaines. The committee has developed some goals for the celebration including, an open house for Wildwood Days that would include food and beverage, commemoration of the Founding Fathers of Rio Dell and commemorative materials related to the 50<sup>th</sup> anniversary.

This item was brought up at the Council's March 17, 2015 meeting and was referred to staff. Staff has received a written proposal from Councilmember Gaines requesting \$850.00 to help fund events associated with the 50<sup>th</sup> anniversary. The Ad Hoc committee will continue to solicit funds for the celebration from non-city sources, and it is believed that the City's contribution will help encourage others to contribute.

The attached Resolution authorizes the transfer and allows members of the Ad Hoc to proceed with purchases on a reimbursable basis.

Staff has requested the City Attorney review the proposal and give advice on what type of expenditures are allowable.

The City's anniversary fund currently has a \$9.80 balance. This action will increase the balance to \$859.80. The city's General Fund Contingency line item currently has a \$31,186 balance. This action will lower the balance to \$30,336.

///

**RESOLUTION NO. 1260-2015**

**RESOLUTION OF THE CITY COUNCIL  
OF THE CITY OF RIO DELL  
AUTHORIZING A TRANSFER FROM  
THE GENERAL FUND CONTINGENCY ITEM TO THE CITY ANNIVERSARY FUND  
IN THE AMOUNT OF \$850.00  
FOR ANNIVERSARY CELEBRATION DURING  
THE ANNUAL WILDWOOD DAYS EVENT**

**WHEREAS**, the City of Rio Dell was incorporated in 1965 and the current year represents the 50<sup>th</sup> anniversary of that incorporation, and

**WHEREAS**, the City of Rio Dell wishes to celebrate this milestone, and

**WHEREAS**, the City of Rio Dell has formed an Ad Hoc committee for the purposes of celebrating the 50<sup>th</sup> anniversary, and

**WHEREAS**, the Ad Hoc committee has developed goals for a celebration including an open house with food and beverage, commemorative plaques, t-shirts and other materials, and

**WHEREAS**, A request has been made to provide \$850.00 towards anniversary related costs, and

**WHEREAS**, the city's General Fund contingency item has a balance of \$31,186 which is sufficient to cover this request, and

**NOW, THEREFORE BE IT RESOLVED** the Rio Dell City Council hereby authorizes a transfer from the City's Contingency Fund of \$850.00 to the City's Anniversary Fund to be paid on a reimbursement basis to members of the City's 50<sup>th</sup> Anniversary Ad Hoc Committee, or authorized staff.

**PASSED AND ADOPTED** by the City Council of the City of Rio Dell on April 7, 2015 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

---

Frank Wilson, Mayor

ATTEST:



I, Karen Dunham, City Clerk for the City of Rio Dell, State of California, hereby certify the above to be a full, true and correct copy of Resolution No.1260-2015 adopted by the City Council of the City of Rio Dell on April 7, 2015.

---

Karen Dunham, City Clerk